SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
August 24, 2021

AGENDA

Call to Order –5:55 p.m.

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

#2.09	School Improvement and Educational Accountability (*Revised*) **(pgs. 9-10)**
#2.15	School Board Adopted Plans (*Revised*) **(pgs. 11-12)**
#6.214	Resignations (*Revised*) **(pgs. 13-14)**
#8.27	School Construction Bids (*Revised*) **(pgs. 15-17)**

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
August 24, 2021

AGENDA

Call to Order - 6:00 p.m.

Remarks and pledge to the flag

Special Recognition by the Superintendent

2021 State FFA Convention Winners

Branford High School – Middle School Grades

Ella Clark	- Third Place: Poultry Evaluation/Judging Team
Natalie Clark	- Third Place: Poultry Evaluation/Judging Team
Carly Robinson	- Third Place: Poultry Evaluation/Judging Team

Wren Wilkerson	- Second Place: Poultry Judging - Third Place: Poultry Evaluation/Judging Team

Branford High School – High School Grades

Colton Allen	- State Winner: Agricultural Mechanics Design and Fabrication Proficiency - Awarded State FFA Degree
Courtney Bradow	- Awarded State FFA Degree
Nile Bryant	- Finalist: Goat Production Proficiency
Jeremy Byrd	- Awarded State FFA Degree
Dara Cannon	- Awarded State FFA Degree
Dallas Frierson	- Finalist: Equine Proficiency - Finalist: State FFA Star Farmer - Awarded State FFA Degree
Halleigh Ray Harris	- State Winner: Poultry Production Proficiency
McKayden Wilkerson	- State Winner: Agriscience Research Proficiency
Barrett Young	- FFA Area II State Vice President - FAAE Student of the Year - Finalist: State FFA Star Placement - Finalist: Diversified Agriculture Proficiency - Finalist: Diversified Crop Production Proficiency - Awarded State FFA Degree
Braxton Young	- State Winner: Forage Production Proficiency - Finalist: State FFA Star Chapter Degree

Branford FFA Chapter	- State Winner: SAE Award - Third Place: Alumni Shop Project - Third Place: 100% Membership/Florida's Finest/Agriculture Advocacy Award

Suwannee Middle School

Noah Garrison	- Third Place: Land Judging Team
Braxton Landis	- Third Place: Land Judging Team
Ryland Lawson	- Third Place: Land Judging Team
Cooper Lee	- Third Place: Land Judging Team

Suwannee High School (SHS)

Maddie Carte	- Finalist: State FFA Star Greenhand
Jose Irisarri	- Finalist: Dairy Production Proficiency
Kati Taylor	- State Winner: Wildlife Management Proficiency - Finalist: Feeder Steer Proficiency
Suwannee FFA Chapter	- State Winner: SAE Award
SHS Alumni	- State Winner: Outstanding Alumni Affiliate Award

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 18-45)**

July 13, 2021	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
July 20, 2021	- Special Meeting (TRIM)
July 27, 2021	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for July 2021.

3. The Superintendent presents the following bills for the period July 1-31, 2021:

General Checking Account	
General Fund 1000	$ 494,779.79
LCIF Fund 3200	249,862.76
Other Capital Projects Fund 3910	869.10
Food Service Fund 4100	23,440.54
Federal Fund 4200	114,862.13
Other Cares Act Relief Fund 4420	15,776.94
ESSER II Fund 4430	541,062.83
	$ 1,440,654.09

Payroll Checking Account	
General Fund 1000	$ 1,201,216.16
Food Service Fund 4100	47,133.35
Federal Fund 4200	138,599.04
Elem & Sec School Emerg Relief 4410	2,634.06
ESSER II Fund 4430	12,759.86
	$ 1,402,342.47

Total	$ 2,842,996.56

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2021-2022:

General	LCIF	Special Revenues
I-1	III-1	IV-1 (ESSER)
		IV-1 (Federal)
		IV-1 (Food Service)
		IV-1 (Other CARES)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated August 24, 2021. **(pg. 46)**

6. The Superintendent recommends approval of the following resolution for the 2021-2022 school year:

   #2022-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) (*Renewal*) **(pg. 47)**

7. The Superintendent recommends approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-78 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) (Note: This contract replaces Contract #2022-09, which was originally Board approved on June 22, 2021.) **(pgs. 48-71)**

8. The Superintendent recommends approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
McKenna	Burnett	Suwannee	Hamilton	7
Donaven	CiriaCruz	Suwannee	Columbia	2
Eva	CiriaCruz	Suwannee	Columbia	K
Mia	CiriaCruz	Suwannee	Columbia	K
Logan	Clarkson	Suwannee	Hamilton	7
J. Caden	Coker	Suwannee	Lafayette	11
Anabella	Dicks	Suwannee	Columbia	7
Calyssa	Dicks	Suwannee	Columbia	5
Addison	Eylward	Suwannee	Hamilton	K
Cole	Frost	Suwannee	Lafayette	9
Gavin	Frost	Suwannee	Lafayette	11
Tyler	Hayes	Suwannee	Hamilton	K
Nathan	Reader	Suwannee	Madison	9
Jayci	Smolen	Suwannee	Madison	4
Gage	Townsend	Suwannee	Lafayette	2
Lailah	Woods	Suwannee	Hamilton	3
Laurelyn	Woods	Suwannee	Hamilton	2

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Victoria	Minier	SMS	BHS	8
Briana	Ashley	SHS	BHS	12

9. Human Resources Transactions **(pgs. 72-83)**

REGULAR AGENDA

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

#2.09	School Improvement and Educational Accountability (*Revised*) **(pgs. 9-10)**
#2.15	School Board Adopted Plans (*Revised*) **(pgs. 11-12)**
#6.214	Resignations (*Revised*) **(pgs. 13-14)**
#8.27	School Construction Bids (*Revised*) **(pgs. 15-17)**

2. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#3.20	Pledge of Allegiance and Solemnizing Message (*Revised*) **(pgs. 84-87)**

3. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-77	Professional Services Agreement between Suwannee County Public Schools and Catapult Learning, LLC (*New*) **(pgs. 88-99)**
#2022-80	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tracy Henderson to provide educational consulting services (*New/Revised*) (Note: This contract replaces Contract #2022-56, which was originally Board approved on June 22, 2021. Contractual period was changed to reflect August 1, 2021, as the start date, instead of July 1, 2021, due to one year retirement period.) **(pgs. 100-113)**

4. Discussion and action regarding the selection and appointment of a School Board Member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2021-2022 school year.

5. The Superintendent recommends approval of the 2021-2022 Professional Learning Catalog (NEFEC). (A copy is available for review in the office of the Director of Curriculum and Instruction.)

6. The Superintendent recommends approval of the following AGE and Postsecondary Student Fees, for RIVEROAK Technical College, for the 2021-2022 school year (Note: Fees are based upon Workforce Development Fees Statute, Section 1009.22(3)(d) requirements.):

   a. AGE Programs (ABE, GED, AAE, IELCE)
      (1) $30.00 per term (August through December; and January through May)

   b. Postsecondary Career Certificate Programs
      (1) Resident Tuition - $2.44 per clock hour
      (2) Non-Resident Tuition - $7.32 per clock hour

7. Legal Counsel's Report

8. Superintendent's Report

9. Issues and concerns Board members may wish to discuss

End of Agenda

SCHOOL IMPROVEMENT AND EDUCATIONAL ACCOUNTABILITY
2.09

POLICY:

The School Board shall be responsible for school and student performance and for developing, approving, implementing, and maintaining a system of school improvement and education accountability pursuant to Florida Statutes and State Board of Education rules. The system shall establish the individual school as the unit for education accountability and shall conform with the provisions of planning, and budgeting as required by sections 1008.385, 1001.42, 1010.01, and 1011.01, Florida Statutes. *School* as used herein shall include each school-within-a-school, magnet school, self-contained educational alternative center, and satellite center.

The system shall include, but not be limited to, the following components:

I. School improvement plans which are adopted for each District school.

Each District school shall develop and present to the Superintendent, by the date set by the Superintendent, an individual school improvement plan for consideration by the School Board. The approved plan shall be implemented the next school year.

A. The plan shall be designed to achieve the state education goals and student performance standards and shall be based on a needs assessment conducted pursuant to data collection requirements in Florida Statutes.

B. The plan shall address school progress, goals, indicators of student progress, strategies, and evaluation procedures including adequate measures of individual student performance. School safety and discipline strategies and other academic-related issues may be included.

C. The plan for each District school shall be approved annually.

D. The plan shall be developed by School Board employees in each District school in conjunction with the district advisory council.

E. Each school plan shall meet the requirements of Florida Statutes.

II. Approval process.

The District process for approval shall provide for each school improvement plan to be reviewed and approved or disapproved by the School Board.

III. A three -year individualized assistance and intervention plan for schools that do not meet or make adequate progress, as defined in Florida Statutes and State Board of Education rules, in satisfying the goals and standards of their approved school improvement plan.

IV. The District notification procedures to Department of Education to identify any school that has completed a two-year individualized assistance and intervention plan without making adequate progress in satisfying the goals and standards of its approved school improvement plan.

V. A communication program, to inform the public about student performance and educational programs in District and school reports.

VI. Funds for schools to develop and implement school improvement plans.

VII. A reporting procedure to provide the Department of Education with annual feedback on the progress of implementing and maintaining a system of school improvement and education accountability. Items specified in Florida Statutes, shall be included in all feedback reports.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 24.121(5)(c), 1001.10, 1001.42, 1001.43, 1001.452, 1003.413, 1008.33, 1008.345, 1008.385, 1010.01, 1011.01, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.09981

History:	Adopted: Revision Date(s): 12/14/99, 3/23/2010, 10/24/2017 Formerly: BBA

SCHOOL BOARD ADOPTED PLANS 2.15

POLICY:

The School Board has plans, manuals, handbooks and codes which outline procedures to be followed relative to stated topics. The plans, manuals, handbooks and codes listed below are herein adopted by reference as part of these rules.

These include, but are not limited to:

- AIDS / HIV
- Approved List of Fees for use of facilities, equipment, district services, and materials
- Bloodborne Pathogens
- Collective Bargaining Agreements
- Dropout Prevention Program
- Employee Job Descriptions
- Exceptional Student Education
- Facilities Handbook
- Professional Education Competency Demonstration System
- Program of Awards
- Program of Studies
- Student Progression Plan
- Qualifications for Employment of Non-Degreed Full-time and Part-time Vocational and Part-time Adult Instructional Personnel Manual
- School Attendance Zones Guidelines
- School Board Transportation Employee Drug and Alcohol Testing Manual
- School Food Services Handbook
- School Improvement Plans
- Student Assignment Guidelines
- Student Code of Conduct
- Student Education Records Manual
- Student Services Plan
- Transportation Handbook
- District Strategic Plan
- Progress Monitoring Plan
- Professional Learning Catalog

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1001.41; 1001.43, F.S.

History:	Adopted: Revision Date(s): Reviewed by SCSB: 1/12/2010 Formerly: New

RESIGNATIONS	6.214

POLICY:

I. Any administrative or instructional staff member who wishes to resign shall submit his / her resignation in writing addressed to the Superintendent. The letter of resignation shall state the reasons for the resignation and the desired effective date. The resignation of any administrative or instructional staff member shall be sent to and countersigned by the person's administrative supervisor who shall forward the resignation to the Superintendent for presentation to the School Board. The Superintendent is authorized to accept the resignation on behalf of the School Board.

A. The resignation of an administrative or instructional staff member may be accepted during the contractual period of service provided that an acceptable reason is given and a qualified and satisfactory replacement is available. Any resignation for an ensuing school year shall be accepted without question if submitted prior to June 20 of the current school year.

B. All resignations shall be processed through the Superintendent's office.

C. An employee who violates the terms of an employment agreement or written contract by leaving his / her position without first being released from the agreement or contract by the School Board shall be subject to the jurisdiction of the Education Practices Commission. When this occurs, the Superintendent shall be responsible for notifying the Commissioner of Education about the School Board's action of declaring the position as abandoned and vacant.

II. A non-instructional employee who wishes to resign shall submit his / her resignation in writing addressed to the Superintendent. The letter of resignation shall state the reason for the resignation and the desired effective date. A resignation of an employee shall be sent to and countersigned by his / her immediate administrative supervisor.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 1001.43; 1012.22; 1012.23; 1012.33; 1012.34; 1012.795, F.S.

STATE BOARD OF EDUCATION RULES:

History:	Adopted: Revision Date(s): 6/22/10 Formerly: GCD; GCPB; GDPB

SCHOOL CONSTRUCTION BIDS 8.27

POLICY:

I. All school construction bids shall be the immediate responsibility of the Superintendent or designee. All applicable Florida Statutes, State Board of Education Rules, and School Board Rules shall be observed in school construction bid procedures.

II. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education Rules and contains the information needed by the prospective bidders to include the following:

A. Date, time and place relating to submitting of bids;
B. Procedures for presenting bids;
C. Conditions and terms for receiving bids;
D. Procedures to be followed in opening and presenting bids to the School Board; and,
E. Conditions for awarding contracts based on bids.

III. Bid bonds may be required on new construction and any renovations or remodeling exceeding twenty-five thousand dollars ($25,000.00).

IV. These provisions shall be followed for construction bids:

A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.

B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type

of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the Purchasing Office.

C. All bids shall be opened, read aloud, and recorded in the presence of all persons.

D. Each bid shall be accompanied by a bid bond, if required, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.

E. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

1. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

2. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

3. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

4. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board

securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

F. Unless all bids are rejected by the School Board for valid reasons, the contract shall be awarded to the lowest responsible, or best bidder meeting all requirements and specifications.

G. The Superintendent or designee shall approve all subcontractors. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the five percent (5%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.

V. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and system, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.

VI. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY: 1001.42, F.S.

LAWS IMPLEMENTED: 255.04; 287.055; 287.057; 288.061, 448.095, 1001.43; 1013.46-.48, F.S.

History:	Adopted: Revision Date(s): 2/22/2011, 9/22/2020 Formerly: FEF; FEH

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 13, 2021

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White (arrived at 9:05 a.m.), along with School Board Attorney Leonard Dietzen and Secretary to Superintendent/School Board Karen Lager. Assistant Superintendent of Administration Malcolm Hines sat in for Superintendent Ted Roush who was absent. Chief Financial Officer Vickie DePratter was also absent.

Administrators and others present: Hunter Abercrombie, Jennifer Barrs, Walter Boatright (arrived at 9:05 a.m.), Marsha Brown, Ethan Butts, Lisa Dorris (arrived at 10:00 a.m.), Angel Hill, Michele Howard (arrived at 10:00 a.m.), Terry Huddleston, Carl Manna (arrived at 9:05 a.m.), Alex O'Quinn, Robinette Odom, Julie Ulmer, Kelly Waters (arrived at 9:11 a.m.), Jimmy Wilkerson, and Kelli Williams.

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

Transportation Department Update.....Jimmy Wilkerson

Mr. Wilkerson provided updates on the following:

- Contract uniforms for Transportation Department; Food Service Department will also use the same company, which will help save money for the District.
- Two mile radius walking area/transportation pick up and costs associated with providing transportation for these students, along with hazardous walking conditions and locations.
- Comparison of costs associated with gas buses versus diesel buses.
- ESSER Grant has component, and funding, for student tracking (attendance on buses); looking at utilizing this on our buses versus issuing student ID cards to track attendance on buses. Mr. Huddleston shared information regarding issuing student ID cards for grades 6-12 at Branford High School. He asked that the District research and possibly implement.

Student Services Department Update..... Kelly Waters

Ms. Waters provided an update on the following:

- Mental Health Assistance Plan – Due to an issue with DOE, we do not have the application at this time. The application must be Board approved and submitted to DOE by August 1 each year.

Assistant Superintendent of.....Malcolm Hines
Administration Department Update **(pgs. 2-52)**

Mr. Hines provided updates on the following:

- Emergency Response Plan
- 911 Cellular/Alyssa's Law Crisis Response (panic buttons at school sites)
- Who We Play For/Student Athlete Screening – Michele Howard and Alex O'Quinn shared information on the recent screening held in June at Branford High and Suwannee High Schools. Discussion followed regarding costs for the screening, all students that are flagged with a potential issue must be seen by a specialist only, etc. Mr. Dietzen stated that we need to get Who We Play For to help with costs for those students that can't afford the follow up cardiology visits. Mr. Taylor asked for a status on where the District was in developing policy and procedures. Mr. Hines stated we are currently working on this, and there are a lot of issues to work out. Mr. Hines stated that, currently, student athletic screening is recommended, but not mandatory; need to have policy in effect before this will be mandatory.
- Equity Report for 2020-2021
- Student Conduct and Discipline Code for 2021-2022
- Out of County Attendance and Out of County Zone Reassignment Forms (*Revisions*)
- Citizen Input Form (*Revisions*); Mr. Dietzen stated there is to be no debate from Board members on these topics during the Board meetings; he stressed we need to keep comments to two minutes only. Discussion followed on possible individuals coming to the meetings to speak about items that are not on the agenda, and how it would be handled.
- Policy revisions as follows:
  #6.214 – Resignations
  #8.27 – School Construction Bids
  #2.09 – School Improvement and Educational Accountability
  #2.15 – School Board Adopted Plans

The workshop recessed at 12:02 p.m. and resumed at 1:03 p.m.

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

Mrs. Ulmer provided the following updates for Ms. Keen, who was absent:

- Barrett Young named the FACTE CTE Student of the Year
- Provided information on the additional programs being offered at RIVEROAK Technical College for 2021-2022

Assistant Superintendent of..... Janene Fitzpatrick
Instruction Department Update

Mrs. Barrs provided the following updates for Mrs. Fitzpatrick, who was absent:

- Summer School
- Changes to 21st Century Grant; Keith Stavig will now oversee and coordinate the grant, along with assuming additional responsibilities required from the state
- Lunch and Learn on Monday (all day)
- Third Grade Retentions
- Early Learning Task Force to help address the VPK Program changes for the upcoming school year, new VPK legislative requirements, etc.

Superintendent Update ..... Ted Roush

Mr. Hines provided an update on the emergency shelters that the District opened last week for Hurricane/Tropical Storm Elsa.

The workshop adjourned at 1:59 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 13, 2021

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with School Board Attorney Leonard Dietzen and Secretary to Superintendent/School Board Karen Lager. Assistant Superintendent of Administration Malcolm Hines sat in for Superintendent Ted Roush who was absent. Chief Financial Officer Vickie Music was also absent.

Chairman Alcorn called the meeting to order at 1:59 p.m.

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

1. MOTION by Mr. daSilva, second by Mr. White, for approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-74 State of Florida Statewide Voluntary Prekindergarten Provider Contract (Form OEL-VPK 20) between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board *(Renewal/Revised)* **(pgs. 2-59)**

   MOTION CARRIED UNANIMOUSLY

2. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2021-2022.

MOTION by Mr. daSilva, second by Mr. Taylor, for the following School Board Members and Citizen/Business Owners to serve on the Value Adjustment Board (VAB) for the 2021-2022 school year:

- Tim Alcorn – Sitting/Primary School Board Member
- Norman Crawford – Alternate School Board Member
- Jenny Lloyd, with Haystack Farms – Sitting/Primary Citizen/Business Owner
- Brad Thompson, with Precision Auto – Alternate Citizen/Business Owner

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:05 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 20, 2021

MINUTES

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

Chairman daSilva called the meeting to order at 6:00 p.m.

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

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to advertise the tentative Millage Rates and tentative Budget for the 2021-2022 school year. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 6:17 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 27, 2021

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Chief Financial Officer Vickie DePratter. Administrative Secretary Robinette Odom sat in for Secrretary to Superintendent/School Board Karen Lager, who was absent.

School Resource Officer Jeff Miara was also present.

Chairman Alcorn called the meeting to order at 6:00 p.m.

Student remarks and pledge by Suwannee Virtual School student volunteer.

Special Recognition by the Superintendent

- Master Board Reinstatement Program Plaque Presentation by Tina Pinkoson, Florida School Boards Association (FSBA)

- 2020-2021 Retiree Recognition (*Administrators/Instructional*)

- Barrett Young – State FFA Area 2 Vice President *(Unable to attend)*

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

- Wesley Wainwright addressed the Board regarding Item #6 on the consent agenda. He thanked Pilgrim's Pride for going above and beyond for the community and schools and encouraged the Board to expand vocational programs that aid in training for drivers, technical, and specialty industries in an effort to keep our students in the community. Board members agreed. Mary Keen shared information regarding programs and the plan to offer evening classes in Branford. Superintendent Roush advised the Board that Pilgrim's

Pride proposes to donate $100,000 to revamp the kitchen facility at RIVEROAK Technical College in the near future.

MOTION by Mr. daSilva, second by Mr. Taylor, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the Consent Agenda, along with the following change noted by Mr. Boatright:

- Page 279, under Transfers/Reassignments, in the Replaces column, change Brandi Hart to Laura Katherine Roberts.

Mr. White pulled Items #2 and #9 for discussion purposes only.

Mr. Crawford pulled Item #5 for discussion purposes only.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: **(pgs. 11-34)**

June 14, 2021	- Expulsion Issues Hearing with Hearing Officer (Private)
June 15, 2021	- Workshop Session
	- Special Meeting
June 22, 2021	- Regular Meeting

2. Approval of the monthly financial statement for June 2021.

3. Approval of the following bills for the period June 1-30, 2021:

General Checking Account	
General Fund 1000	$ 819,248.23
LCIF Fund 3200	370,995.56
Other Capital Projects Fund 3910	24,198.23
Food Service Fund 4100	52,662.78
Federal Fund 4200	109,316.26
Elem & Sec School Emerg Relief Fund 4410	3,452.27
Other Cares Act Relief Fund 4420	154,449.49
ESSER II Fund 4430	395,745.69
	$ 1,930,068.51

Payroll Checking Account	
General Fund 1000	$ 3,642,821.37
Food Service Fund 4100	150,300.58
Federal Fund 4200	419,230.36
Elem & Sec School Emerg Relief Fund 4410	18,033.34
Other Cares Act Relief Fund 4420	2,557.49
ESSER II Fund 4430	6,037.61
	$ 4,238,980.75

Total	$ 6,169,049.26

4. Approval of the following budget amendments for fiscal year 2020-2021:

General	LCIF	Special Revenues
I-12	III-11	IV-5 (ESSER)
		IV-1 (ESSER II)
		IV-12 (Federal)
		IV-1 (Food Service)
		IV-6 (Other Cares)

5. Approval of the following contracts/agreements for the 2021-2022 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-59 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 35-47)**

#2022-62 North East Florida Educational Consortium (NEFEC) 2021-2022 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 48-92)**

- NEFEC Resolution
- NEFEC Main Contract #731-22-051
- NEFEC Instructional Services Program (ISP), Attachment #22-051-A1 to Contract #731-22-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #22-051-A6 to Contract #731-22-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #22-051-A27 to Contract #731-22-051 (Director of Facilities, Designee)
- NEFEC Human Resource Management Network Services and Related Support Services, Attachment #22-051-A43 to Contract #731-22-051 (Director of Human Resources, Designee)

#2022-64 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 93-151)**

#2022-65 Suwannee County Public Schools Rate and Service Contract 2021-2022 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 152-187)**

#2022-66 Career Pathways Articulation Agreement between District School Board of Jefferson County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Digital Information Technology-Program of Study: Medical Administrative Specialist (*Renewal*) **(pgs. 188-194)**

#2022-67 Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Web Development-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 195-200)**

#2022-68 Career Pathways Articulation Agreement between District School Board of Madison County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; Digital Information Technology-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 201-207)**

#2022-69 Career Pathways Articulation Agreement between District School Board of Hamilton County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and Hospitality; Digital Information Technology-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Nursing Assistant (Acute and Long Term Care)-Program of Study: Patient Care Technician and Practical Nursing (*Renewal*) **(pgs. 208-213)**

#2022-70 Career Pathways Articulation Agreement between District School Board of Taylor County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts-Program of Study: Professional Culinary Arts and

Hospitality; Digital Design-Program of Study: Digital Design 1 and Medical Administrative Specialist; and Digital Information Technology-Program of Study: Digfital Design 1 and Medical Administrative Specialist (*Renewal*) **(pgs. 214-220)**

#2022-71 2021-2022 Career Dual Enrollment Articulation Agreement between the Madison County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 221-224)**

#2022-72 2021-2022 Career Dual Enrollment Articulation Agreement between the Lafayette County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 225-228)**

#2022-73 2021-2022 Career Dual Enrollment Articulation Agreement between the Hamilton County School Board and the Suwannee County School Board through RIVEROAK Technical College (*Renewal*) **(pgs. 229-232)**

#2022-75 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Long Term Sub/Teacher, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal*) **(pgs. 233-252)**

#2022-76 Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2021-2022 school year (*Renewal/Revised*) **(pgs. 253-264)**

6. Approval to accept the following donated item: **(pgs. 265-272)**

Site	Item	Donor
SHS/Ag Facility	Cash Donation of $50,000	Pilgrim's Pride Corporation

7. Approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ashtyn	Adams	Suwannee	Hamilton	K
Reagan	Anthony	Suwannee	Alachua	8

FIRST NAME	LAST NAME	TO	FROM	GRADE
Meila	Atwell-Wall	Suwannee	Hamilton	4
Jane	Budwick	Suwannee	Hamilton	7
Linas	Budwick	Suwannee	Hamilton	PK
Peyton	Davis	Suwannee	Lowndes	PK
Kirstin	Gaylord	Suwannee	Hamilton	2
Richard	Gaylord III	Suwannee	Hamilton	5
Waylon	Greene	Suwannee	Columbia	PK
John	Henry	Suwannee	Columbia	5
Landry	Henry	Suwannee	Columbia	4
Riley	Hudson	Suwannee	Hamilton	1
Waylon	Hudson	Suwannee	Hamilton	PK
Hilary	Montesino	Suwannee	Hamilton	6
Tiffany	Montesino	Suwannee	Hamilton	3
Layla	Roberts	Suwannee	Columbia	1
Brinleigh	Sistrunk	Suwannee	Hamilton	1
Katelyn	Windham	Suwannee	Hamilton	5
Kevin	Windham	Suwannee	Hamilton	6
Julian	Young	Suwannee	Lafayette	9

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Greyson	Kelley	SRE	BES	PK
James	Menezes Jr.	SPE	BES	PK

8. Expulsions

a. **Case #2021-05**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated May 17, 2021, without the Exceptions (filed by the student's attorney), for expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

b. **Case #2021-12**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated May 28, 2021, for expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

c. **Case #2021-18**: The Superintendent recommends expulsion of the student for the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)

d. **Case #2021-19**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

e. **Case #2021-20**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

f. **Case #2021-21**: The Superintendent recommends expulsion of the student for all of the 2021-2022 school year. (*Final Action*)

9. Human Resources Transactions **(pgs. 273-281)**

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

PART-TIME/HOURLY EMPLOYEES:

Approval for the following employees for the second term 2020-2021

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:

January 1, 2021 through June 30, 2021:

ADULT EDUCATION

Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Cynthia Frye	ABE/GED Prep
Angela Hester	ABE/GED Prep
Mary Kinard	ABE/GED Prep
Jeffrey Lee	Test Administrator/Transition Specialist/Chief GED Test Examiner
Danielle Ovando	ESOL/ABE/GED Prep
Kathy Smith	ABE/GED Prep
Abbey Warren	ABE/GED Prep

CAREER AND TECHNICAL EDUCATION

Lindsey Bricker	I.V. Therapy
Ashley Cato-Conner	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Tammy Cunningham	Surgical Technology Clinical Instructor
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor

Wesley Hunter	I.V. Instructor (Part -Time Evenings)
Ramona Land	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy/ Nursing Assistant/Phlebotomy
Shari Senea	Phlebotomy
Tommy Taylor	Welding
Bonnie Thomas	Nursing Assistant
Traci Thompson	LPN Instructor
Greta Thornton	Nail Technician
Susie Tyson	Nursing Assistant
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy
Suzanne Wilson	LPN Instructor

COMMUNITY EDUCATION (Pending class enrollment)

Derwin Bass	Basic Car, Home and/or Shop Maintenance
Donna Bass	Community Education Coordinator
Virginia Crews	CPR
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
Belinda Fries	Computer Technology/Computer Safety
Vanessa Grantham	Crochet/Stained Glass
Logan Hart	Photography
Melissa Hottenstein	Sign Language
Sherry Laks	Arts, Crafts, and Card Making
Kevin Mercer	Welding Art
Wayne Musgrove	Gun Safety/Concealed Weapons
Robinette Odom	Wreath Making
Wendy Perrin	Vinyls/Crafts
Natasha Pittman	Computer Applications
Melinda Polbos	Culinary
William Ragan	Auto Painting
Becky Raymond	Basic Computers
John Sinclair	Culinary
Debbie Scott	Cake Decorating
Tommy Taylor	Welding Art
Roger LaDon Terry	Floral
Dana Tidwell	Community Education Assistant

End of List
2020-2021
School Year

SUMMER TERM 2020-2021:

RECOMMENDATIONS: INSTRUCTIONAL:

RECOMMENDATION: INSTRUCTIONAL: OUT-OF-FIELD:

Approval for the following to teach out-of-field for the 2020-2021 summer school term:

NAME	SCHOOL	OUT OF FIELD SUBJECT
Janet Denise Stewart	Branford High School	Chemistry

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Approval for the following to work up to 12 additional hours for Pre-K registration/enrollment from July 26, 2021 through July 29, 2021

NAME	LOCATION
Alexis Dalton	Suwannee Pineview Elementary
Marissa Lane	Suwannee Springcrest Elementary
Carol Townsend	Suwannee Riverside Elementary

MISCELLANEOUS:

Approval for Abigail Hill to work up to 40 additional hours completing evaluations paid from IDEA funds

Approval for Keith Cherry, Suwannee High School, Dean, to be paid hourly rate from July 1, 2021 through July 31, 2021

Approval for the following teachers to work up to 32 hours in June paid through the Carl D. Perkins Secondary Grant:

BHS	RTC
Anne Etcher	Greta Thorton

Approval for Patricia Williams to work as an alternate paraprofessional in the VPK summer program

Approval for Frank Hufty to work as an alternate teacher in the Credit Recovery at SHS through July 22, 2021

Approval for Jennifer Hitt to work as an alternate teacher in the Summer/Afterschool Reading Program

Approval for the following to work 2 days to allow students to complete their Edgenuity Class at BHS

Michele Lambert Janet Stewart Abbey Warren

Approval for the following to work in the 3rd and 4th Grade Summer Reading Program:

Name	Location
Evelyn Arnold	Suwannee Pineview Elementary
Tammy Atkinson	Suwannee Riverside Elementary
Jamie Cato	Suwannee Riverside Elementary
Amanda Clark	Branford Elementary School
Megan Collins	Suwannee Springcrest Elementary
Shannon Daniel	Suwannee Springcrest Elementary
Angela Hester	Suwannee Pineview Elementary
Stephanie Knighton	Branford Elementary School
Marjerian Lewis	Suwannee Pineview Elementary
Tracy Pope	Suwannee Riverside Elementary

Alternate Teachers:

Joanne Barton	Suwannee Springcrest Elementary
Leigh Fountain	Suwannee Riverside Elementary
Jacqueline Glover	Branford Elementary School
Jennifer Hitt	Suwannee Middle School
Lorri Mercer	Suwannee Opportunity School
Stephanie Reid	Suwannee Riverside Elementary
Ona Robertson	Suwannee Middle School
Sandra Windburn	Suwannee Springcrest Elementary

End of Summer Term List
2020-2021
School Year

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

TERMINATION:

Branford High School:
Kenneth J. Wingate, effective July 27, 2021

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

Suwannee Riverside Elementary:
Heidi Hunter, Teacher, effective July 1, 2021

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

Branford Elementary School:
Kimberly Procko, Teacher, effective July 1, 2021

Suwannee High School:
Barbara Barker, Teacher, effective June 14, 2021

Lillian Henderson, Teacher, effective May 28, 2021

Amy Yarick, Teacher, effective August 2, 2021

Suwannee Middle School:
Amanda Hurst, Teacher, effective July 19, 2021

Mary J. Kinard, Teacher, effective July 13, 2021

Suwannee Riverside Elementary:
Hannah Johnson, Teacher, effective July 15, 2021

Christina Sparkman, Teacher, effective June 30, 2021

Suwannee Springcrest Elementary:
Brittany Broughton, Teacher, effective July 15, 2021

Kerry Jo Melland, Teacher, effective June 21, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary:
April Barnes, Teacher, effective August 3, 2021
REPLACES: Teresa Conger

Kirsten Boston, Teacher, effective August 3, 2021
REPLACES: Rhoshonda Herring

Crystal Brown, Teacher (Temporary), effective August 3, 2021
REPLACES: New Position

Branford High School:
Ayla Hicks, Teacher, effective August 3, 2021
REPLACES: Marcia Boatright

Paul Morello, Teacher, effective August 3, 2021
REPLACES: Jeffry Boatright

Eric Yount, Teacher, effective August 3, 2021
REPLACES: Erin Roberts

RIVEROAK Technical College:
Maria Toledo-Garcia, Teacher, effective August 3, 2021
REPLACES: Lydia Mendoza

Suwannee High School:
Vicki Bryan, Teacher, effective August 3, 2021
REPLACES: Barbara Barker

Billy Butcher, Teacher, effective August 3, 2021
REPLACES: Audrey Marshall

Amy Hendry, Teacher-Academic Coach, (Temporary), effective August 3, 2021
REPLACES: New Position

Theodore Frazier, Teacher, effective August 3, 2021
REPLACES: Michael Braun

Taylor Mingle, Teacher, effective August 3, 2021
REPLACES: Vanessa Menhennett

Suwannee Middle School:
Cristina Herrington, Teacher - Academic Coach, (Temporary), effective August, 3, 2021
REPLACES: New Position

Jennifer Hitt, Teacher, (Temporary) effective August 3, 2021
REPLACES: Patrice Parker

Stacey Politano, Teacher, effective August 3, 2021
REPLACES: Melinda Ahrens

Suwannee Opportunity School:
Lorri Mercer, Teacher, effective August 3, 2021
REPLACES: Brooklyn Ross

Suwannee Pineview Elementary:
Janet Diaz, Teacher, effective August 3, 2021
REPLACES: Ona Robertson

Tamara Felton, Teacher, effective August 3, 2021
REPLACES: Holly McMillan

Malea Gold, Teacher, effective August 3, 2021
REPLACES: Jessica Johnson

Stacia Hewett, Teacher, effective August 3, 2021
REPLACES: Cierra Keen

Cierra Keen, Media Specialist, effective August 3, 2021
REPLACES: Vickie Pagliai

Keeley Messer, Teacher, effective August 3, 2021
REPLACES: Phyllis Smith

Taelyn Smith, Teacher (Long Term Substitute), effective August 3, 2021
REPLACES: Kelly Parker

Suwannee Riverside Elementary:
Kimberly Bulaskas, Teacher, effective August 3, 2021
REPLACES: Christina Sparkman

Laura Ferguson, Teacher, effective August 3, 2021
REPLACES: Brandi Hart

Kelli Roberts, Guidance Counselor, effective July 26, 2021
REPLACES: Karen Patten

Adrienne Taylor, Dean, effective August 3, 2021
REPLACES: Keith Cherry

Michael Townsend, Teacher, effective August 3, 2021
REPLACES: Emily Blackmon

Suwannee Springcrest Elementary:
Ariel Jennings, Teacher, effective August 3, 2021
REPLACES: Kerry Jo Melland

Dyanna Sloan, Teacher, effective August 3, 2021
REPLACES: Jenny Clark

Suwannee Virtual School:
Jeffry Boatright, Teacher, effective August 3, 2021
REPLACES: New Position

Jennifer Campbell, Teacher, effective August 3, 2021
REPLACES: Brooke Cox-Knowles

Jean Eckhoff, Teacher, effective August 3, 2021
REPLACES: Angela Hester

Angela Hester, Teacher-Academic Coach (Temporary), effective August 3, 2021
REPLACES: New Position

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Jenny Clark	SSE/Teacher	SSE/Academic Coach	Wendy Stevens	August 3, 2021
Rosa Davis	SPE/Teacher	SRE/Teacher	Georgette Allbritton	August 3, 2021
Melissa Francisco	SVS/Teacher	BES/Teacher	Melissa Francisco	August 3, 2021
Rhonda Furry	SRE/Teacher	SMS/Teacher	Jennifer Campbell	August 3, 2021
Rhoshonda Herring	BES/Teacher	SRE/Teacher	Rhonda Furry	August 3, 2021
Kelly Parker	SPE/Teacher	SRE/Teacher	Heidi Hunter	August 3, 2021
Laura-Katherine Roberts	SRE/Teacher	SPE/Teacher	Rosa Davis	August 3, 2021
Brooklyn Ross	SOS/Teacher	SSE/Teacher	Darby Smith	August 3, 2021
Lawanna Zimmermann	SRE/Teacher	SRE/Teacher	Laura-Katherine Roberts	August 3, 2021

LEAVE OF ABSENCE:

RIVEROAK Technical College:
Pamela Poole, Teacher, effective 2021-2022 School Year

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Frank Allen	Athletic Director	SHS
Timothy Clark	Assistant Athletic Director	BHS
Timothy Clark	Head Football Coach	BHS
Patrick Dawson	NJROTC	SHS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Head Football Coach	SHS
Debra Kleinsmith	NJROTC	SHS
Fred "Alex" O'Quinn	Athletic Director	BHS
Katheryn Quincey	Ag/FFA Sponsor	SHS
Travis Tuten	Ag/FFA Sponsor	SHS
Stacy Young	Ag/FFA Sponsor	BHS

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

Suwannee Springcrest Elementary:
Ila Allen, Paraprofessional, effective July 13, 2021

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

Branford Elementary School:
Tiffany Phillips, Paraprofessional, effective July 12, 2021

Suwannee Riverside Elementary:
Brittany Lock, Paraprofessional-Lead Pre-K, effective July 9, 2021

Transportation:
Jennifer Hurst, Bus Aide, effective July 14, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Khrystie Bryan, Paraprofessional, effective August 3, 2021
REPLACES: Michelle Bozeman

Facilities:
Austin Murray, Groundskeeper (Temporary), effective July 6, 2021
REPLACES: Levi McCall

Suwannee High School:
Randi Croft, Nurse, effective August 3, 2021
REPLACES: Rebecca Futch

Laritta Hunter, Attendance Clerk, effective August 3, 2021
REPLACES: Patricia Williams

Suwannee Pineview Elementary:
Alexis Dalton, Lead Pre-K Paraprofessional, effective August 3, 2021
REPLACES: Dora Townsend

Suwannee Riverside Elementary:
Jenna Hunter, Paraprofessional, effective August 3, 2021
REPLACES: Kelly McManaway

Bethany Mabey, Paraprofessional, effective August 3, 2021
REPLACES: New Position

Kimberly Ranck, Paraprofessional, effective August 3, 2021
REPLACES: Daycia Bandy

Mackia Strickland, General Receptionist, effective July 1, 2021
REPLACES: New Position

Carol Townsend, Paraprofessional, effective August 3, 2021
REPLACES: New Position

Springcrest Elementary:
Kelsey Leighton, Paraprofessional Pre-K, effective August 3, 2021
REPLACES: New Position

Transportation:
Lance Griner, Mechanic, effective July 12, 2021
REPLACES: Charles Ford

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Rebecca McCray	SMS/Paraprofessional	SRE/Paraprofessional Pre-K	August 3, 2021	Mackia Strickland
Lori Torres	SRE/Paraprofessional	SSE/Paraprofessional	August 3, 2021	Ila Allen

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary:
Jody Ellison, Custodian, effective June 19, 2021 through July 23, 2021

Transportation:
Scott Koehn, Mechanic, effective May 14, 2021 through August 2, 2021

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:
Kelly Bradow Renee Carter Carminda Ramos

CONTRACT RECOMMENDATIONS:

ANNUAL INSTRUCTIONAL CONTRACTS:

	TERM
Branford Elementary School:	
Traci Combee	10
RIVEROAK Technical College:	
Eric D. Bass	10
Mona Kelley	10
Catherine Maxwell	10

End of List
2021-2022
School Year

REGULAR AGENDA

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

#2.09	School Improvement and Educational Accountability (*Revised*) **(pgs. 282-283)**
#2.15	School Board Adopted Plans (*Revised*) **(pgs. 284-285)**
#6.214	Resignations (*Revised*) **(pgs. 286-287)**
#8.27	School Construction Bids (*Revised*) **(pgs. 288-290)**

Mr. Taylor reiterated concerns expressed at the Board Workshop regarding Policies #6.214 and #8.27. He believes the Superintendent should have the prerogative to accept resignations from instructional and non-instructional personnel in Policy #6.214. He would like to see the language changed in Policy #8.27, Section IV.G., regarding the approval of subcontractors so that a representative has the ability to approve subcontractors.

MOTION by Mr. daSilva, second by Mr. Taylor, to approve advertisement for Policy #8.27, with new language "Superintendent or designee," in Section IV.G., as noted above. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. White, to remove the two-week requirement for resignations of non-instructional personnel so that Section II. reads the same as Section I. in Policy #6.214. MOTION CARRIED UNANIMOUSLY

MOTION CARRIED UNANIMOUSLY on original motion.

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-13	Student Teaching Affiliation Agreement between the Board of Trustees, St. Petersburg College and the School Board of Suwannee County (*New*) **(pgs. 291-294)**

#2022-60	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Catherine Cason (*New*) **(pgs. 295-307)**
#2022-61	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Kim Boatright (*New*) **(pgs. 308-320)**
#2022-63	Clinical Education Affiliation Agreement between the Suwannee County School Board, thru RIVEROAK Technical College, Practical Nurse Education and Patient Care Technician Programs and the University of Florida Board of Trustees, for the benefit of the College of Medicine's UF Health Physicians (*New*) **(pgs. 321-327)**

Mr. daSilva asked for clarification on Contracts #2022-60 and #2022-61. Mr. Roush advised that with Joyce Warren's departure, these individuals will be hired with grant allocations to fill Mrs. Warren's roles.

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Taylor, second by Mr. Crawford, for approval for out-of-district travel for School Board Members to attend conferences/meetings for the 2021-2022 school year, when the cost exceeds $500, for official school district business and complies with the rules of the State Board of Education. MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Taylor, for approval of the Suwannee County School District 2020-2021 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

   Mr. Crawford feels the District is lacking in equity when it comes to hiring minorities in the District. Discussion ensued about past workshops on this topic, the challenges in our community, and possible solutions. Mr. Crawford advised he will reach out to constituents. The Board was open to hearing any new ideas at a workshop in the future.

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the 2021-2022 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.) MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the Suwannee County School District Mental Health Assistance Allocation Plan for 2021-2022 (Note: A copy is available for review in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

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

a. #5200-068	Suwannee County School District Developmentally Delayed Multidisciplinary Team Report & Eligibility Determination and Staffing Form (*New*) **(pg. 328)**
b. #5200-069	Suwannee County School District Intellectual Disabilities Program Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form (*New*) **(pgs. 329-330)**
c. #5200-070	Suwannee County School District Specific Learning Disability Eligibility Written Summary of Group Analysis of Data & Eligibility Determination and Staffing Form (*New*) **(pgs. 331-333)**
d. #7200-006	Suwannee County School District Annual Request for Out-of-County Attendance (*Revised*) **(pg. 334)**
e. #7200-089	Citizen Input (Procedures for Addressing the Suwannee County School Board) (*Revised*) **(pgs. 335-336)**
f. #7200-102	Suwannee County School District Annual Request for Attendance Zone Reassignment (*Revised*) **(pg. 337)**

MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. White, second by Mr. daSilva, to award the following bid/RFP:

   #20-202 Additional one year extension, from July 1, 2021, through June 30, 2022, for Document Imaging Services to InStream, LLC (*Renewal*)

   MOTION CARRIED UNANIMOUSLY

9. Legal Counsel's Report - No legal matters to report.

10. Superintendent's Report

    Mr. Roush reported on the following:

    - The Meet Your Teacher Schedule was distributed.
    - The Back to School Bash drive-thru event will be held August 7, from 8:00 a.m. to 11:00 a.m., at Branford Elementary School and Suwannee High School.
    - Working with high school principals for new student ambassadors for the 2021-2022 school year.
    - Having regular dialog with Kerry Waldron at the Suwannee County Health Department and with DOE regarding COVID policies. At this time, the agencies are not on the same page. He will keep the Board apprised.
    - Will be bringing ideas to the Board soon to improve the "Who We Play For" Program.
    - Feels strongly that the District needs to continue to utilize the same products from the same supplier that were used in the past for sanitation and for personnel to carry out the sanitation/disinfection in the 2021-2022 school year, since it seems to have worked well thus far. The consensus of the Board was to follow the same procedure as last school year.

11. Issues and concerns Board members may wish to discuss

    - Mr. White was interested in reviewing proficiency level scores. Mr. Roush advised the score should be received soon and will be compiled and brought to the Board. Mr. White advised that funds are being raised to build a barn in the south end of county to house animals for students who don't have a

place to house their hogs. Thus far, $10,000 for a $15,000 barn shell has been raised. He wanted Board members to know, in case anyone wants to contribute. He expressed concern about adding hours for personnel, which causes added expense for the District.

- Mr. daSilva inquired about assigning duties to the Board for the first day of school. Mr. Roush advised information would be distributed to the Board by the end of the week.

The meeting adjourned at 7:46 p.m.

2021-2022 AUGUST SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000109	MIXER	$ 2,000.00	6/21/1982	FOOD SERVICE	SURPLUS
99002718	OVEN	$ 3,783.26	11/26/2002	RIVEROAK	SURPLUS
99002719	OVEN	$ 3,783.26	11/26/2002	RIVEROAK	SURPLUS
99003150	DISHWASHER	$ 5,650.00	7/30/1993	RIVEROAK	JUNKED
99004757	RADIO, BASE STATION	$ 1,358.33	7/15/2004	BRANFORD HIGH	SURPLUS
99006449	CAMERA, DOCUMENT	$ 755.00	7/21/2008	BRANFORD HIGH	SURPLUS
99007509	SCRUBBER, WALK BEHIND	$ 3,868.32	6/30/2011	BRANFORD HIGH	SURPLUS
		$ 21,198.17			

Requested By: _____

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

8/24/2021
DATE

APPROVED BY: _____

SUPERINTENDENT

_____
BOARD CHAIRMAN

RESOLUTION
AFFIRMING PARTICIPATION IN THE SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

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

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

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

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

NOW THEREFORE BE IT RESOLVED that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2021-2022 and as such agrees to pay $3,250.00 to the designated Fiscal Agent upon invoice for participation fees.

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

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 24h day of August, 2021.

BY:

_____

Tim Alcorn, Chairperson, Suwannee County School Board

ATTEST:

_____

Ted L. Roush, Superintendent, Suwannee County School District

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

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Palmer Physical Therapy, LLC** ("Contractor").

W I T N E S S E D:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training

conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,

(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that

the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third

party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and

applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Palmer Physical Therapy, LLC
13975 CR 136
Live Oak, FL 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

24. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Tim Alcorn, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature John C. Palmer
Palmer Physical Therapy, LLC

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

SERVICES PROVIDED:

- Provide students of Suwannee County Schools with physical therapy services per IEPs by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in the amount of $65 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE-related documentation, planning, and travel. This will be paid monthly upon receipt of billing. All hours billed will be documented by student name, activity as related to services, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

EXHIBIT B

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

INFO ONLY

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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PROOF COPY

INFO ONLY

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

EXHIBIT A

SERVICES PROVIDED:

- Provide students of Suwannee County Schools with physical therapy services per IEPs by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 46-2579525

INDIVIDUAL SOCIAL SECURITY NUMBER:

W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

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INFO ONLY

INFO ONLY

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

Date

Tim Alcorn, Chairman

Date

Ted L. Roush, Superintendent

CONTRACTOR

Witness Signature _____ John C. Palmer, Palmer Physical Therapy, EEC

Date

Type or Print Name of Witness

INFO ONLY

maintain a copy for the duration of the Agreement.

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

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

INFO ONLY

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

24. E-Verify. Effective July 1, 2020:

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors.
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall

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SAMPLE

costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida c/o Ted L. Roush, Superintendent 1740 Ohio Avenue, South Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507 Tallahassee, FL 32302-2507

Contractor: Palmer Physical Therapy, LLC FEC
13975 CR 136 Live Oak, FL 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

PERSONAL

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staffs professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1, (B), 2, 5, 10, 13, and 15.

13. ARBITRATION.

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment thereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such

PREVIEW

INFO ONLY

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SC SB's cost.

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** - Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

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neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30130) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

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(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff's expenses relating to the performance of duties hereunder, including expenses of travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and

ORIGINAL

INFO ONLY

SCSB ~~2022-09~~ 2022-78 (REVISED/RENEWAL)
(Replaces SCSB 2022-09 previously approved on 06/22/2021)

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Palmer Physical Therapy, LLC** ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

SAMPLE

SUWANNEE COUNTY SCHOOL DISTRICT

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

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

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

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources

DATE: August 9, 2021

RE: Human Resources Transactions for August 24, 2021 Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
August 24, 2021

TO: District School Board of Suwannee County

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

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

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

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

Suwannee Middle School:
Kimberly Boatright, Dean, effective July 27, 2021

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

Branford Elementary School:
Kendra Crews, Teacher, effective August 6, 2021

Branford High School:
Pamela Christy, Teacher, effective July 19, 2021

Suwannee Middle School:
Amanda Hurst, Teacher, effective Monday, July 19, 2021

Student Services:
Lacey Van Etta, Deaf/Hard of Hearing Teacher, effective July 21, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Amy Townsend, Teacher, effective August 3, 2021
REPLACES: Kimberly Procko

Branford High School:
Erin Clary, Teacher, effective August 3, 2021
REPLACES: Pamela Christy

District Wide:
Keri Bean, MTSS Coordinator, effective July 26, 2021
REPLACES: Elizabeth Simpson

Sheila Watson, MTSS Coordinator, effective July 26, 2021
REPLACES: Jennifer Wooley

RIVEROAK Technical College:
John Sinclair, Teacher, effective August 3, 2021
REPLACES: New Position

Suwannee High School:
Michelle Glenn, Teacher, effective August 3, 2021
REPLACES: Malcolm Pollock

Christina Mosteller, Teacher, effective August 3, 2021
REPLACES: Amy Hendry

Becky Skipper, Teacher, effective August 3, 2021
REPLACES: Amy Yarick

Barrinesha Washington, Long Term Substitute, effective August 3, 2021
REPLACES: Lillian Henderson

Suwannee Middle School:
Kerri Frier, Teacher (Temporary) effective August 3, 2021
REPLACES: Stephanie Land

Airalisha Sowells, Teacher, effective August 3, 2021
REPLACES: Jean Eckhoff

Joy Thomas, Teacher, effective August 3, 2021
REPLACES: Amanda Hurst

Lindsey Thomas, Teacher, effective August 3, 2021
REPLACES: Cristina Herrington

Cody Wall, Teacher, effective August 3, 2021
REPLACES: Mary J. Kinard

Suwannee Pineview Elementary:
April Crawford, Teacher, effective August 3, 2021
REPLACES: Jennifer Hitt

Suwannee Riverside Elementary:
Jennifer Turner, ESE Support Facilitator, effective August 9, 2021
REPLACES: Hannah Johnson

Pamela Hoyle, Teacher, effective August 3, 2021
REPLACES: Brittany Broughton

Brittany Thomas, Teacher, effective August 3, 2021
REPLACES: Becky Skipper

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
July 1, 2021 through December 31, 2021:

CAREER AND TECHNICAL EDUCATION:

Traci Thompson	LPN Instructor

LEAVE OF ABSENCE (MATERNITY):

Branford Elementary School:
Emily Blackmon, Teacher, effective August 30, 2021 through November 19, 2021

CONTRACT RECOMMENDATION:

ANNUAL INSTRUCTIONAL CONTRACT:

Suwannee Pineview Elementary:	TERM
Nicole Hohman	10

SUPPLEMENTARY:

Branford Elementary School:

Adams, Michelle	ESE Teacher
Allen, Amy	ESE Teacher
Blackmon, Emily	ESE Teacher - Gifted
Clark, Amanda	Department Head - Grade Chair
Davidson, Kelly	Pre-K Lead CDA
Flowers, Lisa	Reading Endorsement Supplement
Howard, Cara	Pre-K Lead CDA
Howard, Mandi	Yearbook Sponsor
Jensen, Victoria	Department Head - Grade Chair
Jones, Priscilla	Department Head - Grade Chair
Jones, Priscilla	Technology Coach
Kirby, Traci	Department Head - Grade Chair
Knighton, Vera	ESE Teacher
O'Quinn, Katee	Department Head - Grade Chair
Ramsey, Lindsey	ESE Teacher
Roush, Tina	Department Head - Grade Chair

Branford High School:

Arnold, David Travis	Junior Varsity Head Softball Coach
Bates, Tony	Middle School Assistant Softball Coach
Blaylock, John	Varsity Boys' Head Basketball Coach
Bond, Jason	Varsity Football Defensive Coordinator
Boone, Michelle	Junior Varsity Cheerleader Sponsor
Bullock, Blair	Middle School Girls' Head Basketball Coach
Clark, Erin Tyler	Girls' Head Track Coach
Clark, Timothy	Boys' Head Track Coach
Dees, Julianna	FHS/FCCLA Sponsor

Derringer, Jessie	Junior Varsity Head Football Coach
Etcher, Anne	AG/FFA Sponsor
Ferguson, Chris	Junior Varsity Boys' Head Basketball Coach
Harrelson, Brooke	Junior Varsity Girls' Head Basketball Coach
Jernigan, Shannon	Boys' Golf Coach
Koon, Karen	ESE Teacher - Gifted
Koon, Karen	Academic Competition Sponsor (Brain Bowl)
McClendon, William	Band Director
Richards, Michelle	Girls' Assistant Track Coach
Richards, Michelle	Boys' Cross Country Coach
Roberts, Erin	Freshman Class Sponsor
Saavedra, Oscar	Varsity Head Softball Coach
Santos, Stefani	Girls' Cross Country Coach
Santos, Stefani	Sophomore Class Sponsor
Sikes, Mendy	Varsity Head Volleyball Coach
Suggs, Carla	Varsity Girls' Head Basketball Coach
Suggs, Tori	Varsity Girls' Assistant Basketball Coach
Terry Jr, Roger LaDon	Girls' Golf Coach
Terry Jr, Roger LaDon	Junior Class Sponsor
Tomlinson, Christopher	Varsity Assistant Baseball Coach
Walker, Alex	Varsity Assistant Softball Coach
Ward, Misty	Girls' Weight Lifting Coach
Ward, Misty	Junior Varsity Head Volleyball Coach
Ward, Misty	Yearbook Sponsor
Warren, Abbey	Senior Class Sponsor
Whitley, Linda	Varsity Cheerleader Sponsor
Williamson, Brian	Varsity Head Baseball Coach
Williamson, Brian	Junior Varsity Head Baseball Coach
Yancey, Matthew	Varsity Football Offense Coord.

District Wide:

Michelle Adams	ESE Teacher
Kelly Jackson	ESE Teacher
Lynn Lawrence	ESE Teacher
Rowna Valin	ESE Teacher

RIVEROAK Technical College:

Bass, Eric Derwin	SkillsUSA Advisory
Blackmon, William	SkillsUSA Advisory
Kelley, Mona	SkillsUSA Advisory
Mercer, Kevin	SkillsUSA Advisory
Miller, Katie	Department Head
Morgan, Susan	LPN Instructor
Ragan II, William	SkillsUSA Advisory
Thomas, Kimberly	SkillsUSA Advisory
Ulmer, Jeremy	SkillsUSA Advisory
West, Traci	Department Head
Wilson, Suzanne	LPN Instructor

Suwannee High School:

Allen, Frank	Football Assistant Varsity Coach
Beach, Mark	Football Assistant Varsity Coach
Beach, Mark	Boys' Head Track Coach
Beach, Mark	Football Varsity Offensive Coordinator
Black, Kary W	Auxiliary Sponsor
Black, Kary W	Majorette Sponsor
Boatright, Kimberly	Girls' Golf Coach
Brett, Grace	Girls' Head Varsity Soccer Coach
Brett, Tommy	Girls' Assistant Varsity Soccer Coach
Brett, Tommy	Girls' Head Junior Varsity Soccer Coach
Bruce Justin	Head Varsity Baseball Coach
Bullock, Amy Yarick	Girls' Cross Country Coach
Bullock, Amy Yarick	Girls' Assistant Track Coach
Bullock, Brian	Boys' Assistant Basketball Coach
Bullock, Brian	Boys' Cross Country Coach
Bullock, Brian	Boys' Head Junior Varsity Basketball Coach
Burt, Tamara	Instructional Leadership - History
Chandler, Isaac	Academic Competition Sponsor (Brain Bowl)
Dalton, Kaila	Varsity Assistant Softball Coach
Dean, Sherry	Freshman Class Sponsor
Denton, Joe	Football Assistant Varsity Coach
Franklin, Alexander	Band Director
Gamble, Cody	Junior Varsity Baseball Coach
Green, Jimmie	Assistant Varsity Football Coach
Green, Traci	Cheerleader Sponsor
Green, Traci	ESE Teacher - Gifted
Hall, Elisa	Instructional Leadership - English
Hall, Kyler	Varsity Head Football Coach
Hall, Kyler	Head Junior Varsity Football Coach
Hall, Kyler	Boys' Assistant Track Coach
Hamby, Cletia	ESE Teacher
Hufty IV, Frank	Assistant Varsity Football Coach
Hufty IV, Frank	Assistant Volleyball Coach
Hufty IV, Frank	Girls' Flag Football Coach
Hunter, Laritta	Girls' Junior Varsity Basketball Coach
Hunter, Laritta	Senior Class Sponsor
Joyner, Christopher	Boys' Varsity Soccer Coach
Kinsel, Laura	Volleyball Coach
Kinsel, Laura	Girls' Junior Varsity Flag Football Coach
Lewis, Kevin	Girls' Head Track Coach
Lewis, Kevin	ESE Teacher
Mabey, Doug	Boys' Head Junior Varsity Soccer Coach
Marsee, Daniel	Football Defensive Coordinator
Marsee, Daniel	Boys' Weight Lifting Coach
Marsee, Daniel	Assistant Junior Varsity Football Coach
McKay, Tammie	ESE Teacher
Monroe, Rebecca	ESE Teacher

Morgan, Doug	Instructional Leadership - Science
Morgan, Stephen	Swimming Coach
Morgan, Stephen	Assistant Swim Coach
Roberts, Melanie	Instructional Leadership - CTE
Rodriguez, Abigail	Dance Troupe Sponsor
Rodriguez, Abigail	Assistant Band Director
Shearer, Brittney	Yearbook Sponsor
Shearer, Brittney	Girls' Weight Lifting Coach
Shearer, Brittney	Junior Class Sponsor
Smith, Timothy	Head Junior Varsity Softball Coach
Thompson, Michelle	ESE Teacher
Thompson, Michelle	Instructional Leadership - ESE
Thompson, Traci	HOSA Advisor
Tuvell, Kimberly	Instructional Leadership - Math
Walker Sory, Alex	Head Junior Varsity Softball Coach
White, Jenny	Sophomore Class Sponsor
Wiggins, Vernon	ESE Teacher
Williams, Pamela	Basketball Cheerleader Sponsor
Williams, Pamela	Football Cheerleader Sponsor
Wood, David	Assistant Baseball Coach
Wooley, Damon	Boys' Golf Coach

Suwannee Middle School:

Adams, Rachel	AG/FFA Sponsor
Bonds, Robyn	Department Head - Grade Chair
Bower, Kathryn	Department Head - Grade Chair
Chapman, Andrew	MS Athletic Director
Chapman, Andrew	Head Baseball Coach
Gabey, Greg	Head Softball Coach
Gaddy, Joseph	Football Assistant Coach
Hahn, Darace	Department Head - Grade Chair
Hitt, Adam	Boys' Head Soccer Coach
Hunter, Laritta	Volleyball Coach
Hunter, Laritta	Girls' Head Track Coach
Jernigan, January	Department Head - Grade Chair
Meeks, Lindy	ESE Teacher
Oliver, Sean	Assistant Baseball Coach
Peterson, Ashton	Assistant Softball Coach
Phillips, Robert	Band Director
Skelly, Daniel	Department Head - Grade Chair
Stebbins, Seth	Head Football Coach
Stebbins, Seth	Boys' Head Track Coach
Strait, Linda	Yearbook Sponsor
Stratton, Nicole	Cheerleader Sponsor
Thomas, Lindsey	ESE Teacher
Urban, Lorena	ESE Teacher - Gifted
Vann, Elizabeth	ESE Teacher
Wainwright, Bryan	Head Wrestling Coach

Suwannee Opportunity School:

Mark Beach	ESE Teacher
Justin Bruce	ESE Teacher

Suwannee Pineview Elementary:

Dalton, Alexis	Pre-K Lead CDA
Davis, Traci	Pre-K Lead CDA
Hendrick, Pam	Department Head - Grade Chair
Hudson, Kimberly	ESE Teacher
Johns, Tammy	Yearbook Sponsor
Keen, Cierra	Department Head - Grade Chair
Leavitt, Connie	ESE Teacher
McCullers, Christina	Department Head - Grade Chair
McIntosh, Joyce	ESE Teacher - Gifted
McKire, Melissa	ESE Teacher
Mowry, Susan Michelle	Department Head - Grade Chair
Roberts, Laura Katherine	Department Head - Grade Chair
White, Shannon	Department Head - Grade Chair

Suwannee Riverside Elementary:

Anderson, Tresca	Pre-K Lead CDA
Atkinson, Tammy	Department Head - Grade Chair
Belcher, Lauren	ESE Teacher
Butler, Gail	Pre-K Lead CDA
Copeland, Cheri	ESE Teacher
Cundiff, Krystal	Department Head - Grade Chair
Gay, Danielle	Department Head - Grade Chair
Jessup, Michelle	Yearbook Sponsor
Mott, Kimberly	Department Head - Grade Chair
Phillips, Skyler	Department Head - Grade Chair
Poole, Nicole	Pre-K Lead CDA
Skierski, Stacy	Department Head - Grade Chair
Townsend, Carol Ann	Pre-K Lead CDA
Turner, Jennifer	ESE Teacher
Warren, Kimberly	ESE Teacher - Gifted
Yott, Deanna	Pre-K Lead CDA

Suwannee Springcrest Elementary:

Brock, Tara	Lead CDA
Collins, Megan	Lead CDA
Daniel, Shannon	Department Head - Grade Chair
Driggers, Erin	Department Head - Grade Chair
Gray, Stephanie	Department Head - Grade Chair
Griswold, Julie	Department Head - Grade Chair
Holmes, LaDonna	Pre-K Lead CDA
Lane, Marissa	Lead CDA
Nicely, Catherine	ESE Teacher
Peake, Audrey	ESE Teacher

Reaves, Rebecca	Department Head - Grade Chair
Rice, Darlene	ESE Teacher
Roper, Theda	ESE Teacher - Gifted
Roper, Theda	Yearbook Sponsor

Suwannee Virtual School:

Jean Eckhoff	ESE Teacher

TERMINATIONS: NON-INSTRUCTIONAL:

Transportation:
Mary Noble, Bus Driver, effective August 10, 2021 (Abandoned Position)

Keely Rondello, Bus Driver, effective August 10, 2021 (Abandoned Position)

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

Branford High School:
Tracy Delegal, Bookkeeper, effective April 4, 2022

District Office:
Karen Lager, Secretary to the Superintendent, effective January 5, 2022

Suwannee Pineview Elementary:
Cheryl Ann Jackson, Media Clerk, effective February 1, 2022

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

Branford Elementary School:
Yvonne Topham, Paraprofessional, effective August 19, 2021

Branford High School:
Kathleen Wilson, Food Service Monitor, effective July 22, 2021

Transportation:
Sandra Barrs, Bus Driver, effective July 15, 2021

Heather Riel, Bus Driver, effective September 2, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Amanda Koon, Paraprofessional, effective August 3, 2021
REPLACES: Tiffany Phillips

Branford High School:
Casey Estep, Paraprofessional, effective August 3, 2021
REPLACES: Daphine Harden

District Wide:
Uriel Ramirez Perez, Custodian (Temporary Sanitizer) effective August 10, 2021
REPLACES: New Position

Suwannee High School:
Zafarys Kennedy, Custodian (Temporary Sanitizer) effective August 12, 2021
REPLACES: New Position

Suwannee Middle School:
Brenda Cooks, Custodian (Temporary) effective August 16, 2021
REPLACES: New Position

Emiley Maynard, Paraprofessional, effective August 3, 2021
REPLACES: Amanda Williams

Suwannee Pineview Elementary:
Katelyn Blong, Paraprofessional, effective August 3, 2021
REPLACES: Alexis Dalton

Natalia Morales, Paraprofessional, effective August 3, 2021
REPLACES: Janet Diaz

Stephanie Pinkard, Custodian (Temporary Sanitizer) effective August 10, 2021
REPLACES: New Position

Amanda Williams, Paraprofessional, effective August 3, 2021
REPLACES: Tamara Felton

Suwannee Riverside Elementary:
Gail Butler, Paraprofessional, effective August 3, 2021
REPLACES: Brittany Lock

Carolyn Davis, Custodian (Temporary Sanitizer) effective August 10, 2021
REPLACES: New Position

Kristen Register, Paraprofessional, effective August 3, 2021
REPLACES: Gail Butler

Mariah Shearer, Paraprofessional, effective August 3, 2021
REPLACES: Lori Torres

Suwannee Springcrest Elementary:
Jennifer Hardin, Custodian (Temporary Sanitizer) effective August 16, 2021
REPLACES: New Position

Maya Kennedy, Paraprofessional, effective May 16, 2021
REPLACES: New Position

Kelsey Leighton, Paraprofessional, effective August 3, 2021
REPLACES: Laritta Hunter

Stephanie Roberts, Paraprofessional, effective August 16, 2021
REPLACES: New Position

Transportation:
Deseree Ansley, Bus Driver, effective August 10, 2021
REPLACES: Amber Mathis

Mary Bartholomew, Bus Driver, effective August 10, 2021
REPLACES: Ashley Wildman

LEAVE OF ABSENCE (FAMILY MEDICAL):

Suwannee Pineview Elementary:
Rhonda Twilley, Paraprofessional, effective August 3, 2021 through October 27, 2021

Transportation:
Eva Moore, Bus Driver Aide, effective August 10, 2021 through November 3, 2021

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary:
Jody Ellison, Custodian, July 23, 2021 through July 26, 2021

MISCELLANEOUS:

Approval of school based school related personnel (clerical staff and paraprofessionals) to serve as emergency substitutes for the 2021-2022 school year, including those hired throughout the year

Approval for the following to be approved as Food Service Monitors for the 2021-2022 School Year:

Name	School
Christina Jones	Suwannee Middle School
Edward McClaridy	Suwannee High School
Elwood Perry	Suwannee High School
Nelson Perry	Suwannee High School
Phyllis Postel	Suwannee High School
Becky Reaves	Suwannee High School
Cathy Reed	Suwannee Middle School
Janice Thompson	Suwannee Middle School

Suwannee High School:

Approval for Toni Vargas-Garcia (6 hr. Food Service Worker) to work 1 additional hour 5 days per week

District Wide/21st Century:

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

Jessica Anderson
Keri Bean
Jennifer Bonds
Ashley Broughton
Kimberly Buchanan
Tanya Crain
Erin Driggers
Lesley Fry
Crystal Gill
Angela Hester
Stacia Hewett
Jennifer Hitt
Melissa Holtzclaw
Pamela Hoyle
Ellena Huston
Marjerian Lewis
Heather Marshall
Jenny McCook
Jennifer McMillan
Jessica Melgar
Katey Melland
Holly Melland
Catherine Melton
Rebecca Monroe
Susan Mowry
Emily Murphy
Sean Oliver
Kristin Register
Tiffany Sanders
Tralene Sasso
Martha Southerland
Jennifer Stevens
Miranda Walker
Shamon White
Amy Williams
Ashlee Wooley

Chelsea Burgess -Alternate
Krystal Fletcher - Alternate
Pamela Hendrick- Alternate
Ashley Reeves -Alternate
Meri Robinson -Alternate

Suwannee Pineview Elementary:
Joyce McIntosh, 21st Century Site Coordinator, effective August 3, 2021
REPLACES: Rhonda Furry

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Eilin De Lemay Kalin Principe Susan Kirby

VOLUNTEERS:

Kayli Burkette
Teresa Conger
Christian Dixon
Mary Fridman
Vaster Fryar
Laura Goss
Mary Hygema
Ravinn Hygema
Tanya Jernigan
David Jones
Taylor Jones
Lisa Kriehn
Bill Lawhon
Taylor McCathern
Chris Midgett
Christin Ray
Heidi Schenauer
Hunter Schenauer
Allison Spitzer
Christina Terrell

End of List
2021-2022
School Year

PLEDGE OF ALLEGIANCE AND SOLEMNIZING MESSAGE 3.20

I. In order to solemnize the proceedings of the Suwannee County School Board, it is the policy of the Suwannee County School Board to allow the Pledge of Allegiance to be recited and a voluntary solemnizing message to be expressed before its meetings for the benefit of the School Board.

II. The solemnizing message may be listed or recognized on the Board agenda item for the meeting but not as part of the public business.

III. No member or employee of the Suwannee County School Board or any other person in attendance at the meeting shall be required to participate in the Pledge or any solemnizing message that is offered.

IV. The Pledge of Allegiance shall be led and a solemnizing message may be voluntarily delivered by a student from a Suwannee County school, scheduled on a rotating basis among all Suwannee County schools.

V. The Pledge and voluntary solemnizing message shall be offered by a student representing one of the schools shown below in accordance with the following schedule:

Month	**School**
January	Suwannee Springcrest Elementary
February	Branford Elementary School
March	Suwannee Middle School
April	Suwannee Pineview Elementary
May	Suwannee High School
June	RIVEROAK Technical College
July	Suwannee Virtual School
August	~~Donald R. Cooke School~~Suwannee Springcrest Elementary
September	Suwannee Middle School
October	Branford High School
November	Suwannee High School
December	Suwannee Riverside Elementary

VI. An alphabetical list shall be maintained by the Secretary to the Board of all student organizations and clubs for each school. The president (or appropriate elected student leader with a similar title) of each club shall be offered the opportunity to lead the Pledge of Allegiance and to offer a voluntary solemnizing message before the commencement of School Board meetings on a rotating basis. The maintenance of this alphabetical list by the Secretary to the Board shall be strictly a clerical function with said Secretary having no power or discretion to alter the alphabetical ranking or take any action to change the foregoing selection process.

VII. The opportunity shall be offered in alphabetical order based on the name of each school club or organization. The rotation of the selection process shall continue through the entire list of school clubs and organizations until the end of the list is reached, at which time selection shall continue from the beginning of the list. At the beginning of a new year, the rotation process does not reset to the beginning of the list, but rather continues from the point at which a student leader was last selected.

VIII. If a school club or organization president (or appropriate elected student leader with a similar title) declines the opportunity to lead the Pledge before the meeting of the School Board, the opportunity shall be offered to the president (or appropriate elected student leader with a similar title) of the next school club or organization on the alphabetical list for that school. This process shall continue until the opportunity is accepted by a student leader. If no student from any student organization or club at the school selected for that monthly regular Board meeting is available to offer the Pledge and solemnizing message, then the opportunity shall be offered in the same alphabetical order based on the name of each school club or organization to the next school shown on the schedule above without affecting that school club's or organization's opportunity to offer the Pledge and solemnizing message at the regular monthly Board meeting for which it has been scheduled. For example, if no student from a club or organization from the Branford Elementary School accepts the opportunity to offer the Pledge and solemnizing message for the month of February, the opportunity shall be offered to a student from a

club or organization at Suwannee Middle School which shall still have the opportunity to offer the Pledge and solemnizing message for the month of March.

IX. The selected student shall deliver the Pledge and any voluntary solemnizing message in his or her capacity as a private citizen, and according to the dictates of his or her own conscience.

X. No guidelines or limitations shall be issued regarding the content of a solemnizing message, except that the Suwannee County School Board shall request by the language of this policy that no solemnizing message should proselytize or advance any faith, disparage the religious faith or non-religious views of others, nor should the length of a solemnizing message exceed three (3) minutes. The student comments and conduct must be in compliance with the Student Code of Conduct for the student's school.

XI. No member(s) of the Suwannee County School Board shall engage in any prior inquiry, review of, or involvement in, the content of any solemnizing message to be offered.

XII. After the opening gavel that officially begins the meeting and the agenda/business of the public, the Chairperson of the Suwannee County School Board shall introduce the student selected to lead the Pledge of Allegiance and to offer a voluntary solemnizing message.

XIII. The Chairperson shall also invite those who wish to stand for the observance of these events to do so, and those who wish to be excused shall be excused for the duration of the pledge and solemnizing message.

XIV. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the Suwannee County School Board with, nor express the Suwannee County School Board's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the Suwannee County School Board's respect for the

diversity of religious denominations and faiths represented and practiced among the citizens of the Suwannee County, Florida.

STATUTORY AUTHORITY: 1001.41; F.S.

LAWS IMPLEMENTED: U.S. Constitutional Amendment 1

History:	Adopted: April 27, 2010 Revision Date(s): 2/27/2018, 8/25/2020 Formerly: NEW

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of **August 24, 2021** (the "**Effective Date**"), by and between **Suwannee County Public Schools** (the "**District**"), with an address at 1740 Ohio Avenue, South Live Oak, Florida, 32064, United States and **Catapult Learning, LLC** (hereinafter referred to as "**Catapult**"), with its principal place of business at PO Box 444, Elmsford NY 10523.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2022, unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

2.1 Upon the terms and conditions set forth herein, Catapult shall provide Intervention/Instruction services utilizing Title I funds (hereinafter referred to as the "**Program**") at Holy Cross Christian Academy and Florida Sheriffs Youth Ranch Donald Ralph Cooke School (each a "**School**" and collectively, the "**Schools**"). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult's proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith effort to provide continuous education via distance learning. The description of Services to be provided at the Schools is listed in Attachment A: Service Allocation (the "**Services**").

2.2 Staff who provide Services in the Program (hereinafter referred to as "**Program Staff**") shall at all times remain Catapult employees or independent contractors, subject to Catapult's ultimate control and authority, including on issues of personnel conduct, discipline and termination.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee $62.90 per Program Session in an aggregate Program amount not to exceed $50,949.0 (the "Fee")

3.2 The Fee shall be paid on a monthly basis as actual Services are rendered by Catapult. Catapult shall submit an invoice to the District for actual Services provided in the prior month and each invoice shall be due and payable by the District approximately thirty (30) days after receipt of such invoice from Catapult.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the Schools acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/Schools have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult, unless required by law. For all contractors as set forth in Section 119.071, Florida Statutes see ATTACHMENT B which is incorporated by reference herein.

4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/Schools, each of their employees, agents or assigns, the District/Schools agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.

4.3 The District/Schools further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/Schools acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult

receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

6.3 Notwithstanding the foregoing, Sections 4, 5 and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

7.1 The District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

7.2 Catapult shall indemnify the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subject by reason of any wrongdoing, misconduct, want of care, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement. Nothing herein shall limit the District's entitlement to the defense of Sovereign Immunity or limit the caps of liability as set forth in Florida Statutes 768.28.

7.3 If a claim for indemnification (a "**Claim**") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "**Claim Notice**") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel,

witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.

8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars ($1,000,000.00).

8.3 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the services or performance under this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.

9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or the School administration, decrease in original funding source, etc.

9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of tenure.

10. NOTICES

10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be the following: (i) for the District 1740 Ohio Avenue, South Live Oak, Florida, 32064, United States, (ii) for Catapult PO Box 444, Elmsford NY 10523.

11. MISCELLANEOUS

11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

11.3 Assignment. Neither Catapult nor District may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of Catapult or in connection with the sale of all, or substantially all the outstanding assets or equity of Catapult. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwanee County, in the court of appropriate jurisdiction. The parties hereby knowing, voluntarily, and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or

oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party.

11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.

11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

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

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all

employees **hired on or after January 1, 2021** during the term of thisAgreement.

B. Subcontractors

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

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

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

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

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

rebidding costs (if necessary).

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

Suwannee County Public Schools	**Catapult Learning, LLC**
By:	By:
Name: Ted L. Roush	Name: Steve Quattrociocchi
Title: Superintendent of Schools	Title:
Date:	Date:

Chairperson, Suwannee County School Board

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

ATTACHMENT A
Service Allocation

School	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Holy Cross Christian Academy	Small-Group Instruction	45 minutes 2 per week	10 students per group	7 groups 37 total students	July 27th, 2021- May 10th, 2021
Florida Sheriffs Youth Ranch Donald Ralph Cooke School	Small-Group Instruction	45 minutes 2 per week	10 students per group	7 groups 37 total students	July 27th, 2021- May 10th, 2021

ATTACHMENT B

**Public Records Law
Requirements under Chapter
119.0701, Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDEPUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER,CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609,
VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVEOAK, FL 32064.**

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on August 1, 2021, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tracy Henderson (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

   A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

   B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

      (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

      (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) All applicable federal, state, and local laws, rules, and regulations;

(ii) All applicable policies of: SCSB;

(iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2021 and ending June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including

confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this

agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.

E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

   (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

   (iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Tracy Henderson
725 Suwannee Avenue SW
Live Oak, Florida 32064

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights,

duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. PUBLIC RECORDS

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

22. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

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

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs

associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2021.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Tim Alcorn, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____
Witness Signature Tracy Henderson
Contractor

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence August 1, 2021 and shall terminate June 30, 2022.

2. The Contractor hereby agrees to provide the following services under this agreement:

   a. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
   b. Meet with the AST and ACTT Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
   c. Research, meet with interested parties in Suwannee County and surrounding area, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations, as well as, for obtaining technical college credit.

3. RTC hereby agrees to abide by the following considerations under this agreement.

   a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
   b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
   c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC. T

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General and/or Perkins

EXHIBIT B

FEE SCHEDULE

RIVEROAK Technical College (RTC) is a postsecondary technical education college under Suwannee County School District and is required to obtain and retain national certification as a postsecondary institution, as well as, for Automotive Service Technology (AST) and Automotive Collision Technology Technician programs. The primary campus of RTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is an instructional service provider to adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in the RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC.

RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- Conduct Classroom instruction of students and/or staff $30.00 / hour
- Conduct a full school day of instruction for students and / or staff $200.00 / day
- Research and development time $30.00 / hour
- Travel mileage including tolls and vicinity at current Florida rate
- Per Diem incurred at current Board approved rate
- Lodging at direct cost

The Contractor will submit an invoice for each month in which there has been activity at the end of the month which shall include detail per charge.

EXHIBIT C
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on ~~July~~ August 1, 2021, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tracy Henderson (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

   A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

   B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

      (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

      (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

INFO ONLY