SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 26, 2020

AGENDA

Call to Order - 6:00 p.m.

Pledge to the flag *(NOTE: Due to COVID-19, and the suspension of school through the end of the school year, an administrator will perform the pledge to the flag.)*

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 presents for informational purposes the April 28, 2020, Board Agenda Packet, which was approved by Superintendent Roush on May 4, 2020. *(NOTE: Due to COVID-19 pandemic [Executive Order #20-69], no Board meeting was allowed to be held. By official Board approval on March 31, 2020, Superintendent Ted Roush has authority to approve all agenda items.)* **(pgs. 5-36)**

2. The Superintendent recommends approval of the monthly financial statement for April 2020.

3. The Superintendent presents the following bills for the period April 1-30, 2020:

General Checking Account	
General Fund 1000	$ 415,094.89
LCIF Fund 3200	170,160.72
Food Service Fund 4100	130,796.47
Federal Fund 4200	102,158.70
	$ 818,210.78

Payroll Checking Account	
General Fund 1000	$ 3,050,412.21
Food Service Fund 4100	133,482.90
Federal Fund 4200	302,622.54
	$ 3,486,517.65

Total	$ 4,304,728.43

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2019-2020:

General	LCIF	Special Revenues
I-10	III-10 (LCIF	IV-10 (Federal)
	III-2 (Other Capital Projects)	IV-7 (Food Service)

5. The Superintendent recommends approval of the following contract/agreement for the 2020-2021 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-06	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 37-49)**

#2021-07 North East Florida Educational Consortium (NEFEC) 2020-2021 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. 50-69)**

- NEFEC Resolution
- NEFEC Main Contract #731-21-051
- NEFEC Instructional Services Program (ISP), Attachment #21-051-A1 to Contract #731-21-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #21-051-A6 to Contract #731-21-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #21-051-A27 to Contract #731-21-051 (Director of Facilities, Designee)
- NEFEC Human Resource Management Network Services and Related Support Services, Attachment #21-051-A43 to Contract #731-21-051 (Director of Human Resources, Designee)

6. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

   Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Christopher	McMillan Jr.	BES	Live Oak Elem. Schools	K

7. Human Resources Transactions **(pgs. 70-90)**

REGULAR AGENDA

1. Discussion, review, and possible action on School Board Policy #5.101 Bullying and Harassment. **(pgs. 91-107)**

2. The Superintendent recommends approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document for 2019-2020. (A copy is available for review in the office of the Director of Student Services.)

3. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2020, through June 30, 2021.

4. The Superintendent recommends approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-05 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery, Gainesville, Florida (*New*) **(pgs. 108-114)**

5. Comments from Student Ambassadors – N/A

6. Legal Counsel's Report

7. Superintendent's Report

8. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
April 28, 2020

AGENDA

INFORMATION ONLY/BOARD MTG SUSPENDED

NOTES:

(1) **Due to the COVID-19 pandemic (Executive Order #20-69), no Board meeting will be held. By official Board approval on March 31, 2020, Superintendent Ted Roush has authority to approve all agenda items. A summary will be provided to the Board upon return to normal Board meeting schedule.**

(2) **All agenda items were approved by Superintendent Ted Roush on May 4, 2020. No official minutes are available, due to not being able to conduct an official Board meeting.**

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:

March 10, 2020	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
March 31, 2020	- Regular Meeting

2. Approval of the monthly financial statement for March 2020.

3. The bills for the period March 1-31, 2020:

General Checking Account	
General Fund 1000	$ 471,300.52
Special Act Bonds 2200	103,717.50
LCIF Fund 3200	77,680.22
Food Service Fund 4100	158,238.23
Federal Fund 4200	65,405.01
	$ 876,341.48
Payroll Checking Account	
General Fund 1000	$ 3,671,079.47
Food Service Fund 4100	139,935.95
Federal Fund 4200	347,945.96
	$ 4,158,961.38
Total	$ 5,035,302.86

4. Approval of the following budget amendments for fiscal year 2019-2020:

General	LCIF	Special Revenues
I-9	III-9	IV-9 (Federal)
		IV-6 (Food Service)

5. Approval of Human Resources Transactions

INFORMATION ONLY/BOARD MTG SUSPENDED

REGULAR AGENDA

1. Approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-03 Affiliation Agreement between Florida Gateway College and the Suwannee County School District for support of the Teacher Preparation Programs (future intern placements) (*New*)

2. Approval to award the following RFPs/bids for the 2020-2021 school year:

   #17-209 Additional one year extension for Roofing, Construction, and Repair Services – O'Neal Roofing Company (*Renewal*)

   #21-201 Milk – Bassett Dairy (*New*)

End of Agenda

INFORMATION ONLY/BOARD MTG SUSPENDED

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
March 10, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White was absent. Assistant Superintendent of Administration Bill Brothers sat in for Superintendent Ted Roush, who was absent.

Administrators and others present: Jennifer Barrs, Renee Bass, Walter Boatright, Amy Boggus, Marsha Brown, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray (arrived at 9:31 a.m.), Angel Hill, Malcolm Hines, Terry Huddleston, Mary Keen, Debbie Land, Dee Dee McManaway, Natasha Pittman (arrived at 12:31 p.m.), Kecia Robinson, Keith Stavig, Marsha Tedder, T.J. Vickers, Kelly Waters, Jimmy Wilkerson (arrived at 9:18 a.m.), Josh Williams, Kelli Williams, Laura Williams (arrived at 9:32 a.m.), and Jim Wilson (arrived at 9:18 a.m.).

Chairman daSilva called the meeting to order at 9:12 a.m., and led the pledge.

School Configuration Update..... Janene Fitzpatrick

Mrs. Fitzpatrick provided a PowerPoint presentation regarding an update for school configuration.

Curriculum and Instruction Department Update..... Jennifer Barrs

- Mrs. Barrs provided updates on the following:
  - ✓ Data Review, which included iReady, Math, and Reading scores; performance matters assessments; and graduation rates
  - ✓ Distributed and reviewed a handout regarding the 2020 summer school schedule, along with summer school personnel

- Mrs. Fitzpatrick provided an update on the 21st Century Program

INFORMATION ONLY/BOARD MTG SUSPENDED

Food Service Department Update ..... Lisa Dorris

Mrs. Dorris provided an update regarding the Food Service 2020 Summer Feeding Program and positions.

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

Ms. Keen provided information on the following:

- RIVEROAK Technical College (RTC) health care programs pertaining to clinical sites at Shands Live Oak and Starke, which RTC will no longer be able to use due to the purchase of those medical facilities by another corporation; will no longer have the scholarships donated by Shands Auxilliary Program, as well.
- All long term health care facilities are heavily screening all folks coming into these facilities (due to COVID-19); RTC is monitoring the situation. Mr. Taylor questioned if our students were being tested prior to entering these clinical sites; Ms. Keen responded that all testing is being administered by the Florida Department of Health.
- RTC is on heightened monitoring with COE due to increased student enrollment.
- Legislative updates regarding career and technical education funding.

The workshop recessed at 11:10 a.m. and resumed at 12:31 p.m.
(NOTE: Ms. Cason was not present when the workshop resumed; she arrived back at 12:39 p.m.)

Assistant Superintendent of Administration .....Bill Brothers
Department Update

Mr. Dietzen distributed and reviewed a handout regarding "Revising School Board Expulsion Policy: Alternative School, Hearing Officers, and Stipulations" (proposed new expulsion and felony suspension process). Mr. Dietzen explained the possibility of going to a new process for expulsion hearings, where the District would have one hearing officer that attends the expulsion hearings, instead of all of the Board members. He provided examples of various school districts and how they handle expulsions. If a Board member is not the official hearing officer, then you would use an administrator that does not have ties to any of the District schools. Mr. Dietzen suggested that the hearing officer would hear 95 percent of

INFORMATION ONLY/BOARD MTG SUSPENDED

the cases where parents do not contest the facts (minor offenses). For those cases where the student was in possession of a gun, or dealing drugs (major offenses), then the student would go directly before the entire Board; they would not be eligible to go before the hearing officer. Mr. Dietzen said he would need to revise the notification letters, get a process in place, and develop forms for a hearing officer to complete. Discussion was held regarding the issue that our opportunity school is not set up to go the route with the proposed new expulsion process, as well as the costs associated with this process. Mr. Hines expressed concern regarding not having the space and personnel to house those students that would be placed in Suwannee Opportunity School pending court decisions, which could take six months to one year. Mr. Dietzen will provide recommendations for discussion at a future Board workshop.

Information Technology Department Update ..... Josh Williams

- 2020-2021 Enrollment Packet **(pgs. 2-15)**

Mr. Williams provided an update on the IT Department as follows:

- Recent board-approved Windstream contract that increases our bandwidth
- Computer replacements at Branford High School
- Digital classroom budget being possibly cut by state legislation

Mr. Taylor and Mr. Alcorn asked for a cost analysis of where we are in the investment and repairs for Chromebooks. Mr. Williams stated that dollars have been spent for repairs, but not the entire allotted repair budget. With the upcoming digital classroom budget cuts, the District needs to re-address technology.

Mrs. Pittman provided an update on the 2020-2021 Enrollment Packet revisions. Mrs. Pittman answered questions from Board members.

Superintendent Update ..... Ted Roush

Mr. Brothers reported for Mr. Roush. He shared information regarding a meeting that Mr. Carver and Mr. Hines attended with the Health Department regarding sanitization due to the coronavirus. He distributed and reviewed a handout of an email Mr. Roush received regarding available property across from the Transportation Department in Branford. Mr. Brothers said the Superintendent is not advocating or recommending to purchase the property; just wanted to provide the information to the Board.

Mr. daSilva announced that an Executive Session would need to be held today immediately following the Special Meeting.

The meeting adjourned at 2:14 p.m.

INFORMATION ONLY BOARD MTG SUSPENDED

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
March 10, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White was absent. Assistant Superintendent of Administration Bill Brothers sat in for Superintendent Ted Roush, who was absent.

Chairman daSilva called the meeting to order at 2:16 p.m.

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

1. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Human Resources Transactions **(pgs. 2-3)** MOTION CARRIED UNANIMOUSLY

RECOMMENDATION FOR THE 2019-2020 SCHOOL YEAR:

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Primary School:
Approval for Janice M. McCall to replace Betty Riley as Lead Pre-K Paraprofessional effective January 21, 2020 through February 24, 2020.

End of List
2019-2020
School Year

The meeting adjourned at 2:19 p.m.

INFORMATION ONLY/BOARD MTG SUSPENDED

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
March 31, 2020

MINUTES

The Suwannee County School Board met in Regular Session, via video live stream, on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was present, via conference call. Chief Financial Officer Vickie DePratter was absent (not required to attend).

INFORMATION ONLY BOARD MTG SUSPENDED

NOTES:

- **Due to the National Emergency and the State of Emergency pertaining to the COVID-19/Coronavirus, the original regular monthly Board meeting scheduled for March 24, 2020, had to be rescheduled to March 31, 2020.**
- **Pursuant to Executive Order 20-69 authorizing local governments to conduct virtual meetings and suspending enforcement of all statutory provisions requiring a physical quorum, this meeting was streamed live and Public Comments were accepted prior to the start of the virtual meeting if submitted in writing to the following email address: publiccomment@suwannee.k12.fl.us.**

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

Citizen Input (A *Citizen Input Form* must be completed and submitted to the above mentioned email address prior to the start of the virtual Board meeting.)

- There were none.

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

MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. Approval of the following Minutes: **(pgs. 7-24)**

February 11, 2020	- Workshop Session - Special Meeting - Expulsion Issues Hearing (Private)
February 25, 2020	- Expulsion Issues Hearing (Private) - Public Hearing - Regular Meeting

2. Approval of the monthly financial statement for February 2020.

3. The following bills for the period February 1-29, 2020:

General Checking Account	
General Fund 1000	$ 481,564.34
LCIF Fund 3200	75,518.94
Food Service Fund 4100	173,562.14
Federal Fund 4200	198,476.91
Total	$ 929,122.33
Payroll Checking Account	
General Fund 1000	$ 3,029,950.22
Food Service Fund 4100	139,393.01
Federal Fund 4200	367,994.82
Total	$ 3,537,338.05
Total	$ 4,466,460.38

4. Approval of the following budget amendments for fiscal year 2019-2020:

General	LCIF	Special Revenues
I-8	III-8	IV-8 (Federal) IV-5 (Food Service)

INFORMATION ONLY/BOARD MTG SUSPENDED

5. Approval for disposal of property as per the attached Property Disposition Form dated March 24, 2020. **(pg. 25)**

6. Approval of the following contract/agreement for the 2019-2020 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2020-85 Career Pathways Articulation Agreement between North Florida College and Suwannee County School District for: Nursing Assistant/Program of Study: Medical Assisting; Early Childhood Education/Program of Study: Early Childhood Education; and Surgical Technology/Program of Study: Medical Assisting (*Renewal/Revised*) **(pgs. 26-38)**

7. Approval of the following contract/agreement for the 2020-2021 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2021-02 Inter-District Private School Services Agreement 2020-2021 between the Suwannee County School Board and the Lafayette County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Lafayette County School District.) **(pgs. 39-40)**

8. Approval of the following student transfers for the 2019-2020 school year. Parents will provide transportation.

   District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Knox	Fairchild	Suwannee	Lafayette	PK
Jaliah	Gardner	Suwannee	Hamilton	3

   Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kayton	McMillan	BES	SPS	1

INFORMATION ONLY BOARD MTG SUSPENDED

9. Approval of Public Official Bonds for the individuals listed below. (These bonds and certificates have been reviewed by Board Attorney Leonard Dietzen.) **(pgs. 41-42)**

Public Official Bonds – Chairman/Vice Chairman
Ed daSilva, Chairman (November 2019 – November 2020)
Tim Alcorn, Vice Chairman (November 2019 – November 2020)

10. Human Resources Transactions **(pgs. 43-47)**

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RESIGNATION: INSTRUCTIONAL:

Suwannee High School:
Eduardo Moreno, Teacher, effective March 26, 2020

RETIREMENTS: INSTRUCTIONAL:

Branford High School:
Daniel Taylor, Teacher, effective, May 29, 2020
(Revision from October 22, 2019 HR Transactions)

Suwannee High School:
Sid Allen, Teacher, effective, August 4, 2020
Sandra Young-Hurst, Teacher, effective August 10, 2020

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:
Earnestine Riley, Bus Driver, effective September 30, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
John Blalock	Head Boys' Varsity Basketball Coach	BHS	
Brian Bullock	Head Boys' Track Coach	SHS	BJ Cohen
Erin Clark	Athletic Trainer	BHS	
Erin Clark	Girls' Track Coach	BHS	
Timothy Clark	Assistant Athletic Director	BHS	
Timothy Clark	Boys' Track Coach	BHS	
*Chris Ferguson	Boys' JV Head Basketball Coach	BHS	
Jimmie Green	Boys' JV Soccer Coach	SHS	
Kyler Hall	Assistant Track Coach	SHS	Nahjawan Dukes

INFORMATION ONLY/BOARD MTG SUSPENDED

Brooke Harrelson	Girls' JV Head Basketball	BHS	
Frank Hufty	Head Flag Football Coach	SHS	
Laura Kinsel	JV Flag Football Coach	SHS	
Alex O'Quinn	Athletic Director	BHS	
Alex O'Quinn	Head Baseball Coach	BHS	
Josh McInnis	JV Baseball Coach	BHS	
Brad Mincks	Assistant Baseball Coach	BHS	
*John Perry	Girls' Varsity Assistant Basketball Coach	BHS	
Malcolm Pollock	Head JV Basketball Coach	SHS	Travis Henry
Oscar Saavedra	Head Varsity Softball Coach	BHS	
Alex Scarborough	Girls' Intramural Basketball	SMS	
Brad Scarborough	Boys' Intramural Basketball	SMS	
Carla Suggs	Girls' Varsity Head Basketball Coach	BHS	
Roger Ladon Terry	Head JV Softball Coach	BHS	
Chris Tomlinson	M/S Assistant Baseball Coach	BHS	
Misty Ward	Girls' Weightlifting Coach	BHS	
Brian Williamson	Head M/S Baseball Coach	BHS	
Kenneth Jay Wingate	Boys' M/S Head Basketball Coach	BHS	
Amy Yarick	Girls' Head Track Coach	SHS	Keith Cherry

**payment contingent upon completing certification*

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

Branford Elementary School:
Juettie L. Kelley, Teacher, January 7, 2020, January 21, 2020, February 13, 2020, and February 26, 2020, for a total of 17.75 hours.
Jennifer Winnett, Teacher, December 17, 2010, January 22, 2020, January 30, 2020, February 5, 2020, and February 21, 2020, for a total of 17 hours.

LEAVE OF ABSENCE (PERSONAL/MATERNITY LEAVE):

Branford Elementary School:
Mandi Howard, Teacher, tentatively, March 16, 2020 through April 17, 2020, with pay, with the option of returning sooner if released by the doctor.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:
Leah Cribb, Food Service Worker, 3 hour, effective March 9, 2020
REPLACES: Donna Rightmire
Donna Rightmire, Food Service Worker, 6 hour, effective March 2, 2020
REPLACES: Deborah Crawford
(Revision from February 25, 2020 HR Transactions due to being reported at Branford Elementary School)

Information Technology:
Landon Messer, IT Technician, effective March 16, 2020
REPLACES: Edmund (Buddy) Thompson

INFORMATION ONLY BOARD MTG SUSPENDED

Suwannee Elementary School:
Erika Delgado, Food Service Worker, 8 hour, effective March 17, 2020
REPLACES: Renee Perivolaris

Suwannee High School:
Dana Swords, Food Service Worker, 3 hour, effective March 9, 2020
REPLACES: Natelle Smith

Suwannee Primary School:
Brittany Lock, Lead Pre-K Paraprofessional, effective March 2, 2020
REPLACES: Betty Riley

Transportation:
Deseree Ansley, Bus Driver, effective February 24, 2020
REPLACES: Amanda Register

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

Branford Elementary School:
Sharon C. Richardson, Registrar, February 7, 10, 18-21, 2020, for a total of 17.25 hours.
Edna Roberts, ESE Pre-K Paraprofessional, February 14, 2020, February 18-21, 2020, February 25-28, 2020, and March 2, 2020, for a total of 72.5 hours.

LEAVE OF ABSENCE (PERSONAL LEAVE):

Transportation:
Toni Hansard, Bus Driver, tentatively, February 20, 2020 through March 31, 2020, without pay.

MENTOR	MENTEE	SCHOOL
Brooke Cox-Knowles	Jazmine Marrero Guerra	SOS

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Richard Banks Paul Sweeney

The following to serve as a Substitute Bus Driver:

Christopher Dean

INFORMATION ONLY/BOARD MTG SUSPENDED

MISCELLANEOUS:

Student Services:

Approval of the following Paraprofessionals to work temporary in the migrant program 2 hours per week District-wide in these grant funded positions.

Susana Beltres	Stephanie Eady	Caitlin Hester	Amanda Hurst
Jazmin Marrero	Jennifer McMillan	Naela Salazar	Tiffany
Sanders			

VOLUNTEERS:

Christopher Aretino	Felicia Everett	Esperansa Luviano
Summer Bell	Celia Evitt	Alycia Manley
Sandra Bonds	Richard Gamble	Vanessa Maysonet
Carla Bryant	Janisleyui Garcia	Scott Miller
Devon Burns	Kelly Garrison	Ashley O'Quinn
Ryan Combee	Carolyn Griffis	Lynda Owens
David Cusick	Brenda Henson	Trevita Riley
Paxton Daniel	Zahra Hines	Benjamin Smith
Sandie Danko	Joan Howell	Jaclyn Touchton
Tiffany Dear	Candice Hudson	Dana VanEtten
Robert Dear III	Amanda Johnson	Andrea Walker
Alexander Del Valle	Tina Jones	Jay Watson
Zayra Diaz	Meaghann Lemus	Patrick Waugaman
Teisha Dukes	Jonathan Lugo	
Tamara Ely	Amanda Luviano	

End of List
2019-2020
School Year

INFORMATION ONLY BOARD MTG SUSPENDED

REGULAR AGENDA

1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2019-2020 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2020-86 Clinical Education Agreement between Shands Teaching Hospital and Clinics, Inc. and Suwannee County School Board, through RIVEROAK Technical College, Surgical Technology Program (*New*) **(pgs. 48-55)**

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the annual Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for 2019-2020. MOTION CARRIED UNANIMOUSLY

3. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the 2020-2021 Enrollment Packet for student enrollment in Suwannee County School District. **(pgs. 56-69)** MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following curriculum item for the 2019-2020 school year:

   a. 2020 Summer School Schedule **(pgs. 70-73)**

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following personnel items for the 2019-2020 school year:

   a. The following summer school positions for the 2020 summer school term:

Program	Number of Employees/Position	Funding
3rd Grade Reading Camp	5 – Teachers (SES-4: Housed at SMS; BES-1)	General Fund/ Reading Allocation

INFORMATION ONLY/BOARD MTG SUSPENDED

Program	Number of Employees/Position	Funding
VPK	6 – Teachers (SPS-6: Housed at SMS)	VPK
Extended School Year (ESY) Services for ESE	3 – Teachers (SES-2: Housed at SMS; BES-1) 2 – Paraprofessionals (SES-1: Housed at SMS; BES-1) 1 – Nurse (SMS)	IDEA Grant
Credit Recovery (Grades 4-11)	8 – Teachers (BHS-2; SHS-5; SMS-1) 3 – Paraprofessionals (BHS-1; SHS-2)	Federal Programs/ General Fund
Driver's Education	2 – Teachers (SHS) (*Serving students from BHS, SHS, and SVS, as needed*)	Federal Programs/ General Fund
Virtual Instruction	12 – Teachers (SVS) (*As needed to complete courses already in progress*)	General Fund
21st Century (CCLC) Program	4 – Site Coordinators (SES, SIS, SPS-1 each: Housed at SMS; BES-1) 4 – Paraprofessionals (SES, SIS, SPS-1 each: Housed at SMS; BES-1)	21st CCLC Grant
Migrant Summer Program	6 – Paraprofessionals (*Serving students at BES, BHS, SHS, SMS, and in home, as needed)*	Title I Part C
Transportation	2 – Bus Drivers 2 – Bus Attendants (*as needed for ESE travel*)	Federal Programs, as available

NOTE: Positions will be based on student enrollment daily.

INFORMATION ONLY BOARD MTG SUSPENDED

b. The following personnel to implement the 2020 Summer Food Service Program:

Sites	Personnel	Up to Hours/Week
BES, SHS, and SMS	3 – Food Service Managers; 8-hour	32
	7 – Food Service Workers; 7.5-hour	28
	2 – Substitute Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following form:

#5200-066 Suwannee County School District Consent to Invite Agency Representatives to Transition IEP Meetings and Release of Information to Transition Agencies (*New*) **(pg. 74)**

MOTION CARRIED UNANIMOUSLY

Action on Agenda Addendum

#1. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following item, effective immediately:

a. Adoption of Emergency Rule 3.031 – COVID-19 Superintendent's Emergency Powers, delegating the Superintendent, or his designee, authority to exercise any action necessary to effectuate protection of the health, safety, and welfare of students and employees of the Suwannee County School District. The procedural rule promulgation requirements of School Board Policy #2.06(III) shall not apply to the adoption of Emergency Rule 3.031 as it has been determined that immediate action is required to protect the public interest.

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

INFORMATION ONLY/BOARD MTG SUSPENDED

7. Comments from Student Ambassadors – N/A (due to school being suspended)

8. Legal Counsel's Report – Mr. Dietzen stated he was extremely proud of the Superintendent and directors for their hard work and being on top of the emergency situation. Proud to watch the District's leadership following the fast changing laws during these times, as well as the great working relationship with the UTSC.

9. Superintendent's Report

- Distributed documents regarding an update on COVID-19 for our District. Everything we are working on, and towards, is for the priority of our students. The District's grading and attendance process must be included in our Instructional Continuity Plan. The following documents were reviewed:
  - News Release, dated March 18, 2020, pertaining to an update on resuming instruction for all students PreK-12 via online or instructional packets
  - Letter dated March 19, 2020, to parents/legal guardians and students regarding a travel advisory and school notification form
  - Instructional Continuity Plan/Parent Information (updated March 30, 2020)
  - Screen shot of page from the District website where education packets can be downloaded
  - Article titled "FBI Warns of 'Zoom-Bombing,' where Hackers Hijack Video Conferences after Two Schools Affected" (March 30, 2020)
  - Sample working document with list of locations, bus route number, bus driver, and transportation support helpers to deliver instructional packets and meals (delivered 12,000 breakfasts and lunches to date; looking at only making one delivery per week, instead of 3 deliveries; however, meals will be provided for 5 days)
  - Document showing bus route, number of students, and detailed information regarding meals served on each route
  - Bus Route Basics (provides information to helpers)
  - Letter from IT Department, along with a Technical Support Request form, that was sent to parents to help with technical support issues

- Mr. Taylor stated that he received a call regarding an issue with having more than ten people on a bus when delivering meals and instructional packets; he questioned whether employees that are 65 years and older were on campuses/sites. Mr. Roush responded that the District has shared with those folks that are 65 years or older that they have the option to work from home;

INFORMATION ONLY BOARD MEETING SUSPENDED

however, we have not made them go home. Mr. Taylor also questioned if employees would be allowed to stay home to perform their work duties even if they do not have pre-existing conditions and are not 65 and older. Mr. Roush responded that yes, they could stay home; he told all principals to work with their employees who have these concerns.

- Mr. White asked if these employees have to give an explanation as to why they don't want to come to work; Mr. Roush responded that because of where we are, no employee should submit leave on Skyward before talking to their supervisor to assess the situation; for those employees who want to take a vacation, instead of coming to work, they will need to take leave.
- Mr. Taylor stated he has received comments that we did not mandate employees to wear gloves and masks on the buses, but it was highly recommended. Mr. Taylor questioned if we have gloves, masks, and hand sanitizer; Mr. Roush responded yes.
- PreK-5 students will receive at least one call each week from their teacher(s), which will serve as attendance for the students; the teacher(s) will also discuss the instructional packet for that week with the student; with this being done, there will be no need to return the instructional packets.
- For secondary level students, teachers have a lot more students, so attendance and online instructional communication will be different from the PreK-5 students.
- Mr. White questioned the safety of our employees and our students pertaining to be able to sanitize everything (lunch bags, the meals in the bags, etc.); Mr. Roush responded that nothing can be 100 percent sanitized.
- Financial/Budget for the District – Immediately taking the opportunity to shut down all buildings in the District on Thursdays and Fridays, which will help with HVAC costs. Our budget will most likely not be affected for this school year, but next year's budget will be affected. A hiring freeze has been put in place, effective immediately; we will not be replacing employees, unless it is an emergency need.
- Comments and/or discussion on the following:
  - Mr. daSilva stated that running the buses two days a week now versus five days a week during the regular school year will save dollars. Mr. Roush stated that we may receive stimulus dollars, which would help the District; and legislature is looking at recovering costs similar to when we have a hurricane. Mr. Taylor mentioned that our state relies heavily on tourism, which we don't have currently; but feels that folks now know how much public education provides to our students and their families, especially with continuing to provide food and instructional services even during these emergency times.

INFORMATION ONLY BOARD MTG SUSPENDED

- School Configuration – Distributed a sample email regarding a response to an employee regarding their appeal to work at a certain school with the new configuration. Mr. Hines and Mrs. Fitzpatrick will be looking at the appeals we have received so far and feels the District will be able to meet the needs of these appeals as they have requested.
- Provided update on health insurance enrollment process.
- Regarding end of year activities, Mr. Roush stated that the decision was made to cancel the retirement reception for this school year; still too far out to make the call regarding graduations.
- NEFEC 2020 Session Wrap Up Report, by Bob Cerra (PowerPoint)
- Our employees have gone above and beyond what we would ever have expected with regards to handling the COVID-19 emergency situation.

10. Issues and concerns Board members may wish to discuss

- Mr. White commended Mr. Roush and District employees in accommodating our students during these trying times; he also commended Mr. Roush for being proactive to prepare for possible hard times ahead with regards to the budget. Discussion held regarding possibility of whether students would return to normal classrooms after May 1, 2020, or if school would be suspended through the end of the school year.
- Ms. Cason stated she feels this is an eye opener for those parents who have contemplated home schooling; must continue to make the best decisions for our students and employees.
- Mr. Taylor had the same question as to whether students would return after May 1 or not. Feels our District and community will be better and stronger.
- Mr. Alcorn stated he has heard nothing but positive comments for our District regarding the way we have handled this emergency situation.
- Mr. daSilva expressed his appreciation to the employees who go out on school buses to hand out meals and instructional packets. He commented on the fact that our District is going through so many changes (self-insured with health insurance, school configuration of three elementary schools, and COVID-19), but feels that the Suwannee County School District can handle it all…very proud of our District.

INFORMATION ONLY BOARD MTG SUSPENDED

The meeting adjourned at 8:21 p.m.

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
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 WB

DATE: April 8, 2020

RE: Human Resources Transactions for April 28, 2020
Regular Meeting

INFORMATION ONLY/BOARD MTG SUSPENDED

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
April 28, 2020

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.

INFORMATION ONLY/BOARD MTG SUSPENDED

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Finance:
Claire Green, Administrative Secretary I, effective October 19, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:
M'Alice Julius, LPN Instructor, Non-Certificated, Part-time hourly/Clinicals
Nancee Murrah, LPN Instructor, Non-Certificated, Part-time hourly/Clinicals

SUPPLEMENTARY:

NAME	POSITION	LOCATION
*Belinda Fries	Computer Science Bonus	SHS
*Matthew Grillo	Computer Science Bonus	SHS
*Tammy Neil	Computer Science Bonus	SMS

**Employees will be paid from Computer Science Teacher Bonuses.*

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

Branford Elementary School:
Jennifer Winnett, Teacher, December 17, 2019, for a total of 3 hours. *(Revised from March 24, 2020 HR Transactions to clarify December 17, 2019)*

Suwannee Middle School:
Verhonda Morris, Paraprofessional, January 29, 2020, February 12, 2020, and February 26, 2020, for a total of 11.5 hours.

Transportation:
Amber Mathis, Bus Attendant, March 5, 2020 through April 6, 2020, for a total of 40 hours.

MISCELLANEOUS:

District Wide/21st Century:
Approval of the following employee to work as a teacher or paraprofessional in the 21st Century program:

Jenny McCook

VOLUNTEERS:

Tara Bronson
Zoey Coleman
Jason Cowdery
Brittney Daniels
Maggie Evans
Nakeisha Federick
Sierra Hall
Ariel Jennings
Serina Kemp
Peter Kurman
Sandra Lang
Walter Lang
Ryan Lawson
Wilma Matthews
Amanda McMillan
Jessy Phifer
Candy Pipkins
Rita Rankhorn
Kalie Romine
Fuadalupe Romulo
John Sinclair Jr
Deborah Skaates
Marcus Walker
Lori Yohn

End of List
2019-2020
School Year

INFORMATION ONLY/BOARD MTG SUSPENDED

AFFILIATION AGREEMENT

THIS AFFILATION AGREEMENT ("the Agreement") entered into this 1st day of July, 2020, by and between Florida Gateway College, hereinafter referred to as "School" whose address is 149 SE College Place, Lake City, Florida, 32025, and the Suwannee County School District, hereinafter referred to as "School Board" whose address is 1740 Ohio Avenue, South, Live Oak, Florida 32064. The College and School Board are collectively referred to as "Parties."

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

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

WHEREAS, the College desires that its students, hereinafter referred to as "Interns" to obtain teaching experience at a public school of the School Board; and

WHEREAS, the School Board desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under terms and conditions set forth in this Agreement.

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

I. PURPOSE

1. The purpose of this Agreement is to provide educational experiences for selected College Interns, which includes all students seeking field experiences under this contract. Interns include Pre-Intern, any field experience prior to the intern semester, and Intern, the semester during which the College student completes the College's professional education program in a School Board under the guidance of a fully certified professional, which take place at the School Board and in which the School Board will participate.
2. Field experiences may include the activities listed and defined below:

(a) Observation. Intern observes the classroom activities and does not interact with students.

(b) Tutoring. Intern provides one-on-one instruction with School Board students.

(c) Classroom Assistant. Intern serves as an aide to the School Board teacher and/or assists the School Board teacher with instruction.

INFORMATION ONLY/BOARD MTG SUSPENDED

(d) Small Group Instruction. Intern provides instruction to a subgroup of the School Board class.

(e) Whole Class Instruction. Intern provides instruction for the entire School Board class.

(f) Other. Other field experiences acceptable to both parties.

3. The term "School" shall refer to School Board programs, services, or individual locations headed by a principal or other program administrator.

II. OBLIGATIONS OF THE COLLEGE

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

2. The College shall keep all records and reports on Intern experiences in accordance with College policy and regulatory requirements.

3. The College shall plan with the School Board administration, in advance, its schedule of Intern assignments to the designated areas, including dates and numbers of Interns.

4. The College agrees to inform Interns that Interns shall be responsible for following the rules and regulations of the School Board, including recognition of the confidential nature of information regarding pupils and their records.

5. The College agrees to assume responsibility for the overall educational experience and grades of the Interns with consideration given to the Cooperating Teacher's assessment and overall evaluation of the Intern.

6. The College shall verify to the School Board staff that each Intern has completed the required academic preparation prior to tentative and final placement.

7. The College staff will be responsible for the coordination and implementation of the Clinical Education Program.

8. The College will assign a College Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of Interns' progress as required. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district school educator who is a fully certified teacher, has completed clinical educator training, and successfully demonstrated effective classroom management strategies that consistently result in improved student performance, and has been assigned to supervise the Intern, working daily to assist in developing the professional growth of the Intern through

INFORMATION ONLY/BOARD MTG SUSPENDED

demonstration of the instruction in teaching skills and attitudes, and working cooperatively with the College Supervisor and /or Area Coordinator in continuing evaluation of the Intern.

9. Interns shall not be considered as employees or agents of the College.

10. The College shall arrange meetings with appropriate School Board staff to review and evaluate the progress of internships, if needed, consistent with School Board staff availability. These meetings can be used for coordination and conflict resolution.

11. The College and its Interns shall obtain individual written approval before beginning any of the activities referred to in Section I of this Agreement. Such written approvals shall be on forms approved by both parties, and shall contain the signatures of all parties required by the form(s). The College and School Board shall use a procedure for placement of Interns that is agreed upon by the School Board Superintendent and the College President, or their respective representatives.

III. OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The School Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate Intern and College staff orientations.

2. The School Board agrees that Interns assigned to it for field experiences are under the supervision, control, and responsibility of the School Board.

3. The School Board shall determine the work location and assignment of Interns in collaboration with the College. Every effort shall be made to develop long term working relationships between teacher education programs and individual schools in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this agreement as addenda with the approval of both parties.

4. In consideration of the School's responsibility for the care and safety of its pupils, the School Board shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any Intern or College staff and to remove an Intern or College staff who does not continuously meet the School's professional or other requirements or the requirements of any appropriate authority controlling and directing School Board facilities and services. Interns shall be instructed by the College to promptly and without protest leave an area whenever they are requested to do so by an authorized School Board representative. In the event of a threat to pupil safety, which shall be determined by the School Board in its sole discretion, the School shall have the right to terminate the intern

INFORMATION ONLY/BOARD MTG SUSPENDED

placement action immediately and shall both verbally and in writing notify the College and the Intern as soon thereafter as is practicable.

5. The School Board shall provide qualified Cooperating Teachers for Interns. Cooperating Teachers shall be resource persons for Interns and College staff. Cooperating Teachers selected by the School Board will: (a) assist in orienting Interns to the school, the classroom, and the pupils; (b) explain all school district policies, rules, and regulations to Interns; (c) provide prompt and substantive feedback to Interns regarding all performance activities and interactions with School Board personnel, pupils, and parents; (d) complete evaluations of Interns' progress and submit them to the College Supervisor, after review with the applicable Intern; (e) immediately inform the College Supervisor of any concerns regarding an Intern; (f) shall establish a time to regularly meet and discuss with Interns their activities, impressions, reflections, and suggestions for goals and areas of improvement; (g) supervise Interns on a daily basis – if the Cooperating Teacher is absent from the school for any reason, a school approved substitute shall be assigned to the classroom. Under no circumstances shall an Intern, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the School Board and the College.

6. The School Board shall provide to the College and Interns the policies and procedures and other relevant materials necessary to allow Interns and College personnel to function appropriately within the School.

7. Interns assigned to the School Board shall follow the School's protocols for health and safety.

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

9. The School Board shall permit Interns access to the library facilities/curriculum laboratories available to their personnel. Interns may not remove materials from the School Board without appropriate approval.

10. The School Board shall keep confidential and shall not disclose to any person or entity (a) Intern applications; (b) Intern health records or reports; and/or (c) any Intern records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any Intern participating in the educational experiences provided by the School, unless such disclosure is necessary to meet the requirements of this agreement, is authorized by the Intern or is ordered by a court of competent jurisdiction. The School Board shall adopt and enforce

INFORMATION ONLY/BOARD MTG 4/28/20

policies and procedures necessary to protect the confidentiality of the Intern records as defined herein or as otherwise required by law.

11. Interns shall not be considered employees or agents of the School. Interns shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable School Board policies and procedures.

IV. INSURANCE

1. The College agrees that the Interns shall assume personal responsibility for their own medical care and hospitalization.

2. The College shall, through the Florida College Risk Management Consortium and for the duration of their internship experience, maintain professional liability insurance coverage for the Intern of not less than $2,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses.

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

4. Upon written request, a party shall provide the other party with evidence of insurance coverage mentioned in this section of this Agreement.

V. RESOLUTION OF CONFLICT

1. The Parties agree to periodically review and discuss the operation of the Agreement to ensure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this Agreement.

2. In cases of conflict between an Intern and a Cooperating Teacher that cannot be resolved, an appeal shall be made to the College Supervisor. If resolution is not achieved, an appeal shall be made to the School Principal or designee. If resolution is not achieved, an appeal shall be made to the College and School Board liaisons. Final resolution of conflicts, if necessary, shall be made by the School Superintendent in consultation with the College's President.

VI. TERM AND NOTICE

1. The term of this Agreement shall be for one (1) year and shall begin on July 1, 2020 and shall end on June 30, 2021.

INFORMATIONAL ONLY/BOARD MTG SUSPENDED

2. This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60) days written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.

3. Any notices required or permitted under this Agreement by either party to the other shall be made in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, 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 College:	If to School Board:
Director of Procurement and Contracts	Mr. Ted Roush, Superintendent
Florida Gateway College	Suwannee County School District
149 SE College Place	1740 Ohio Avenue, South
Lake City, Florida 32025	Live Oak, Florida 32064

VII. GENERAL PROVISIONS

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

2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the College and the School Board and their employees, Interns, or agents, but rather is an Agreement by and among the two independent contractors. Each Intern is placed with the School Board in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the School Board but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by School Board personnel. Neither party shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this Agreement. To the extent allowed under state law, neither the School Board nor the College is required to provide workers' compensation coverage for the Interns participating in the educational experience. The College acknowledges that nothing in this Agreement shall be construed to confer any right upon the College or College personnel to participate in, control, or direct operations

INFORMATION ONLY BOARD MTG SUSPENDED

at the School. The Parties shall carry all necessary and appropriate insurance for itself, its employees and agents.

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

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

5. The School Board shall timely notify the College when any College employee or Intern has been involved in a reported incident and the College shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

6. The School Board and its employees shall not be entitled to compensation from the College for services or actions of benefit to the College which are part of or related to the educational program.

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

8. This Agreement may be amended at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon written approval of both the College and the School Board.

9. No waiver or breach of any term or provision of this Agreement shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this Agreement. All remedies, either under this Agreement, or by law or otherwise afforded, will be

INFORMATION ONLY BOARD ITEM SUSPENDED

cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving Party.

10. If any provision of the Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the Agreement will remain in full force and effect will not be affected by the illegal invalid, or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.

11. This Agreement is not intended to create any rights or interests for any other person or entity other than the School Board or the College.

12. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

13. Each Party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedent over any provision of the Agreement.

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

15. College and district supervisors shall have required training pursuant to Florida Statutes 1004.04(5).

16. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other Party, the consent of which shall be given at the Party's sole discretion.

17. The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision to this Agreement.

INFORMATION ONLY/BOARD MTG SUSPENDED

18. No default, delay or failure to perform on the part of either party shall be considered chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities, epidemics, war, embargoes, fire, earthquakes, acts of God, default of common carrier.

19. This Agreement is entered into voluntarily by the signatories to this Agreement. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first subscribed above.

SUWANNEE COUNTY SCHOOL DISTRICT	FLORIDA GATEWAY COLLEGE
_____	_____
Superintendent	President
_____	_____
Date	Date
_____	_____
Chairperson, School Board	Chairperson, Board of Trustees
_____	_____
Date	Date

"Approved as to Form and Sufficiency

BY: _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

INFORMATION ONLY/BOARD MTG SUSPENDED

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 **Joyce M. Warren** ("Individual"), (hereinafter "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.

(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.

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, 2020 and ending June 30, 2021, 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 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. Documents/records in any form shall be open to the District'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 District 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 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 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

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 SUWANNEE COUNTY SCHOOL BOARD for the SUWANNEE COUNTY SCHOOL BOARD'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 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 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
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Joyce M. Warren
P. O. Box 102
Live Oak, FL 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. 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 (2019) see EXHIBIT C 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 render 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2020.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Joyce M. Warren

_____ _____
Type or Print Name of Witness Date

Date _____

EXHIBIT A

Scope of Work

Priority Parent Involvement Tasks

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

Responsibilities

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: **46-3190551**

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Federal Programs

EXHIBIT B

FEE SCHEDULE

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Total contract amount shall be in the amount of $42,000.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2019)

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 (2019), 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 (2019), 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 (2019).

North East Florida Educational Consortium
2020-2021 Membership

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

In light of the COVID-19 pandemic and anticipated financial implications, all contracted services have been analyzed for short term reductions to district costs. NEFEC will continue to apply fiscally responsible practices while maintaining high expectations of service.

Suwannee County District Schools is participating in the following programs for 2020-2021:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-21-051	$18,103.80
Instructional Services Program (ISP) - #21-051-A1	$26,161.20
Enterprise Resource Software- #21-051-A6	Education Technology Serv. Fee = $77,806.00 SY2020-21 Lease Purchase = $16,632.00 Skyward Annual License Fee = $16,392.00
Building Code Inspection - #21-051-A27	$26,490.12
Human Resources Management Network - #21-051-A43	$4,332.14

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

_____
by Ted Roush, Superintendent

Dated:_____

_____
by Ed daSilva, Chairperson

Dated:_____

District School Board of Putnam County

_____
by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated:_____

_____
by Sandra Gilyard, Chairperson

Dated:_____

North East Florida Educational Consortium

"Approved as to Form and Sufficiency_____
by Dr. Patrick J. Wnek, Executive Director

BY_____

Leonard J. Dietzen, III Dated: _____

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida, hereafter referred to as the **Board,** has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON _____ 2020, AT THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,

Live Oak, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, ("Board") does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an educational consortium, known as the North East Florida Educational Consortium (NEFEC) which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

(a) Grants (federal, state, and private): *pursuant to eligibility*

- FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
- Education Innovation and Research/Rural Connect: *no cost / grant funded*
- FDLRS Statewide Administration Project: *no cost / grant funded*
- Institute for Small and Rural Districts: *no cost / grant funded*
- Title IV Part A: *no cost / grant funded*

(b) Instructional Services Program: *contracted services*

- Opportunity to participate in any grant written in FY 20-21: *pursuant to eligibility requirements.*
- Professional Development Catalogue, including endorsement and add-on certification.
- Leadership Plan Development
- Professional Development Certification Program
- Textbook adoption for core areas
- Grant writing support
- NOEL initiatives
- technical and implementation assistance for legislative mandates
- Title Director Networking
- Career and Technical Education Support
- Principal Leadership Academy: *per participant fee*
- Aspiring Leaders Program: *per participant fee*
- Master Scheduling Training: *per participant fee*
- E-Learning professional development: *per participant fee – discounted rate*

- Florida B.E.S.T. Standards professional development
- General Knowledge Test Review professional development
- Literacy professional development
- Clinical Educator and Mentor professional development
- BODLDP (Board of Directors Leadership Development Program)
- New Teacher support
- NEFEC Connect for Math and Science

(c) Student Testing: *contracted services*

(d) Risk Management: *contracted services*

(e) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of $5K per district for revision and annual update)*

(f) Printing Services: *discounted printing services*

(g) Educational Technology Services: *contracted services* (student information, human resources, finance)

(h) Human Resources Management Network: *partially supported by NEFEC/ contracted services*

(i) Public Relations/Web Services: *no cost / supported via NEFEC*

(j) Legislative Network Services: *partially supported by NEFEC funding/membership fee*

(k) Building Code Program: *contracted services*

(l) Information Technology: *contracted services*

(m) Virtual Instruction Program: *contracted services*

(n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That Board does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the NEFEC Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That the NEFEC Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by NEFEC to the Cooperating Boards or other School Boards availing themselves of the services offered by the NEFEC; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of NEFEC is located.

SECTION 7. That the member school district shall pay a base assessment of $2,725.00 plus $1.85 per unweighted FTE, based on October, 2019, FTE enrollment figures, for the general operation of NEFEC, $956.40 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of $3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2020-2021 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, 2020, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, 2020.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-21-051

The District School Board of Suwannee County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2020. All work shall be completed by June 30, 2021, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2021, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
   (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
   (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
   (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

   Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.

6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:

   (a) mutual consent of both parties, or

   (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.

7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.

9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.

10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

    (a) To cooperate in all matters requiring concurrences or approval.

    (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.

    (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.

14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

(2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned

to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #21-051-A1 TO CONTRACT # 731-21-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2020, TO JUNE 30, 2021:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board the following services:

A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
B. To coordinate networking meetings for district title directors and district data representatives.
C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health, and the Every Student Succeeds Act (ESSA).
D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
E. To provide regional grant writing and district grant support through template development. Grant writing will include state, federal, and foundation proposals.
F. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include English/Language Arts, Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
H. To facilitate the implementation of a regional professional development certification program.
I. To facilitate college and career networking, including coordination of two counselor forums.
J. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
K. To provide regional clinical educator and mentor training.
L. To provide online and regional face to face professional learning at a reduced rate.
M. To coordinate and provide regional face to face professional development for new teachers.
N. To provide access to professional learning through established partnerships.
O. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. The Board designates Asst. Supt. Inst., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
E. To assist in planning and evaluating Instructional Services Program functions.
F. To pay to NEFEC $26,161.20 based on the previous October enrollment figures. **This represents a one year ten percent (10%) discount that is being applied to assist the District during funding implications that are a result of the COVID-19 pandemic.** Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2021.

ATTACHMENT #21-051-A6 TO CONTRACT #731-21-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE LESSEE, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY, ON BEHALF OF NEFEC, HEREIN REFERRED TO AS THE LESSOR, FOR THE LEASE-PURCHASE OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE LEASE-PURCHASE AGREEMENT is entered into, by and between the Lessor and the Lessee, to lease its Enterprise Resource Software Product(s) set forth in Section IX of this contract attachment. Effective July 1, 2020, upon the terms and conditions hereinafter set forth, for the consideration stated herein.

The 2020-21 Operating Budget for Enterprise Resource Software Maintenance and Support Services has been reduced by $70,000 (4%) to support anticipated adjustments to district, school, and regional consortia budgets in response to COVID-19.

I. TERMS AND CONDITIONS

Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth in Section IX of this contract attachment which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software").

II. LIMITED WARRANTY

Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.

III. TERM

The original term of this Lease-Purchase shall commence on July 1, 2017 and shall terminate June 30, 2022.

IV. NON-APPROPRIATION

In the event the Lessee is not granted funds in future fiscal years for the Software subject to the Agreement or for Software which is functionally similar to the Software and operating funds are not otherwise available to the Lessee to pay the Lease due under the Agreement, and there is no other legal procedure of available funds by or with which payments can be made to the Lessor, and the appropriation did not result from an act or omission by the Lessee, the Lessee shall have the right to terminate the Agreement on the last day of the fiscal period for which appropriation were received. At least thirty (30) days prior to the end of the Lessee's fiscal year, the Lessee's legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by the Lessee; and (c) the Lessee has exhausted all funds legally available for payment of the Lease.

V. INDEMNITY

Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorney's fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the software violates the intellectual property rights of another.

VI. TITLE

All of the Software shall remain personal property and the title thereto shall remain with the Lessor for the term of this Lease-Purchase agreement. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. At the conclusion of this agreement Lessor agrees to grant title of Skyward Enterprise Resource Software to Lessee.

VII. EARLY TERMINATION

In the event Lessee desires to terminate this agreement prior to June 30, 2022, for any reason other than non-appropriation as defined in Section IV of the agreement, Lessee must give notice of one fiscal year to Lessor of their intentions to terminate. Lessee will be responsible for all remaining financial obligations as illustrated in Exhibit A.

VIII. CONFIDENTIALITY

To the extent allowed by Florida law, during the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

IX. OBLIGATIONS OF THE LESSOR

The Lessor hereby agrees:

A. To procure, install, test and implement the Skyward fully integrated Finance, Human Resource and Payroll enterprise resource software system.
B. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Payroll software system.
C. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
D. Provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
E. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.

F. To provide disaster recovery measures which include:
   1. Active replication of district's data files from host to off-site Disaster Recovery site
   2. Daily, weekly and monthly backups
   3. Failover to redundant telecommunication link in the event primary circuit fails, and
   4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.

G. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.

H. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.

I. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.

J. To provide professional technical staff as approved by the Advisory Council.

K. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.

L. To plan for and provide system support software to meet the needs of the member districts.

M. To provide technical support to the district MIS Departments.

N. To provide a User Help Desk Service.

O. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

X. OBLIGATIONS OF THE LESSEE

The Lessee hereby agrees:

A. To pay the following annual district assessment:
   1. Educational Technology Services Fee - $77,806 (FTE cost based on October 2019 enrollment figures) The amount includes a $50,457 base fee plus a graduated rate assessment of $34.31 for FTE less than 5,000, $32.60 for FTE between 5,000-9,999, and $30.88 for FTE greater than 10,000.

B. To pay the scheduled SY2020-21 lease-purchase amount of $16,632 and annual license fee (ALF) of $16,392, as outlined in, the payment schedule for Skyward enterprise resource software. The SY2020-21 lease-purchase amount includes fees for a fully integrated Finance, Human Resource and Payroll enterprise resource software system and associated training, data migration, and staff support.

C. The Lessor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice. See Exhibit B.

D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Lessor will not be unduly delayed in performing contractual obligations.

E. To appoint a security officer to control access privileges to the Board's data.

XI. MODIFICATION OF ATTACHMENT

This lease agreement is incorporated into and subject to all terms and conditions of the master contractual agreement. This agreement may be amended only by an agreement executed in the same manner as the original.

Exhibit A

ETS Service Level Agreement

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. ***Services.*** NEFEC shall provide the following services each year:
    a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
    b. Data security management services to ensure participating districts have secure access to their data; and
    c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
    d. Routine maintenance of all infrastructure components in accordance with industry standards; and
    e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.

2. ***Confidentiality.*** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.

3. ***Uptime Service Level Requirement.*** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Mon - Fri	4:00pm - 6:00pm	Possible performance slowdown	RMAs, Addendums
Saturday	6:00pm - 10:00pm	Limited system availability	
Tue, Thu, Sat	10:00pm - 11:00pm	System may not be available	Reboot of servers
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. ***Effect of Termination.*** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

Exhibit B

SUWANNEE 5 YEAR PAYMENT SCHEDULE FOR SKYWARD SOFTWARE PURCHASE											
	TOTAL OBLIGATION Over 5 Yr Implementation	Business (Implemented in January 2018) 2017-18	BALANCE Remaining	Year 2 2018-19	BALANCE Remaining	Year 3 2019-20	BALANCE Remaining	Year 4 2020-21	BALANCE Remaining	Year 5 2021-22	BALANCE Remaining
Term of Software Purchase(YRS)	5										
Skyward: Business	$ 58,741	$ 14,103	$ 44,638	$ 14,103	$ 30,535	$10,178.50	$20,356.50	$10,178.25	$10,178.25	$10,178.25	$ -
Skyward: Conversion Cost Business	$ 18,649	$ 4,331	$ 14,318	$ 4,331	$ 9,987	$ 4,265	$5,722	$ 2,861	$ 2,861	$ 2,861	$ -
Skyward: System wide services and software	$ 17,965	$ 3,593	$ 14,372	$ 3,593	$ 10,779	$ 3,593	$ 7,186	$ 3,593	$ 3,593	$ 3,593	$ -
*sub-total Skyward Cost	$ 95,355	$ 22,027	$ 73,328	$ 22,027	$ 51,301	$18,036.50	$33,264.50	$16,632.25	$16,632.25	$16,632.25	$ -
NEFEC ETS Fees (Projection based on SY2020-21)	$ 354,620	$ 39,250		$ 80,467		$ 79,291		$ 77,806		$ 77,806	
Skyward: ALF	$ 76,337	$ 9,909		$ 19,810		$ 13,211		$ 16,392		$ 17,015	
*** Total	$ 526,312	$ 71,186		$122,304		$110,538.50		$110,830.25		$111,453.25	

Total Obligation includes:

All Skyward Software Costs
Purchase
Installation
Training (including travel)
Annual License Fees
Conversion Cost

Assumptions:

NEFEC ETS cost approved annually by Advisory Council and subject to reductions or increases based on district needs.

ATTACHMENT # 21-051-A27 TO CONTRACT # 731-21-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2020, to June 30, 2021, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed $200,000.00 per project.
J. To issue day labor project permits for any construction projects estimated to cost $200,000.00 or less and perform code compliance inspections.
K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. To designate Dir. of Facilities , a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
C. To provide temporary office space as needed by staff.
D. To pay NEFEC $26,490.12, which is a proportionate share of the agreed upon budget for FY 2020-2021. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2021.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #21-051-A43 TO CONTRACT #731-21-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, 2020, to June 30, 2021, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
B. Facilitate networking and sharing of best practices.
C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
E. Provide training and support for implementation of Skyward Fast Track.
F. Assist participating districts in developing recruitment programs and marketing materials.
G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
J. Work with districts on grow your own teacher initiatives.
K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
L. Assist districts with the use of Human Capital Management System data.

II. OBLIGATIONS OF THE BOARD:

The Board agrees:

A. To designate the following district staff member Dir. of H.R., to act as the Human Resource Management Network contact.
B. To pay NEFEC $4,332.14 based on the previous October enrollment figures. **This represents a one year, fifteen percent (15%) discount to assist the District with funding implications that are a result of the COVID-19 pandemic.** NEFEC will invoice the Board upon receipt of the signed contract.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
May 26, 2020

TO: District School Board of Suwannee County

FROM: Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Branford Elementary School:
Pamela Nettles, Teacher, effective August 3, 2020

RESIGNATIONS: INSTRUCTIONAL:

Suwannee Elementary School:
Casandra Yulee, Teacher, effective June 2, 2020

Suwannee Middle School:
Tyler Winburn, Teacher, effective June 2, 2020

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Middle School:
Kathleen Shea, Administrative School Secretary, effective July 1, 2020

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:
Deseree Ansley, Bus Driver, effective May 29, 2020

SUPPLEMENTARY:

NAME	POSITION	LOCATION
*Billy McClelland	Assistant Softball Coach	SHS
David Riels	Varsity Assistant Softball Coach	BHS

*payment contingent upon completing certification

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

Suwannee Elementary School:
Keith Johnson, Custodian, December 6, 2019, December 9, 2019, and December 17, 2019, for a total of 24 hours.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee High School:
Linda Goodman, Custodian, May 4, 2020 through June 22, 2020.

MENTOR	MENTEE	SCHOOL
Krystal Cundiff	Stephanie Phillips	SIS
Wendy Stevens	Stephanie Reid	SIS
Danielle Ovando	Kayla N. Williamson	SMS

End of List
2019-2020
School Year

SUMMER TERM 2019-2020:

RECOMMENDATIONS: INSTRUCTIONAL:

Student Services:

Approval of the following Teachers to work as an ESE Consult.

Amy Allen Rebecca Monroe

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following Summer Day Laborers:
Facilities Department:

Alan Bonds	Spencer Crain	Tyrece Freeman	Jase Kelly
Brayden Mercer	Kevin Mercer	Hunter Merola	Austin Murray
Clay Murray	Victoria Rogers	John Sinclair	Logan Sullivan
Tommy Taylor	Tyree Taylor	Chayse Warren	Matthew Warren
Levi Williams	Blake Wynn	Larson Zimmermann	

Student Services:

Approval of the following Paraprofessionals to work in the Migrant program District-wide.

Jazmin Marrero Guerra Jessica Melgar Naela Salazar Elizabeth Smith

Approval of the following Paraprofessionals to work as an ESE Consult.

Brenda Raulerson Patricia Williams

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Jennifer Campbell	Part-time Hourly	SVS
Terry Fillyaw	Part-time Hourly	SVS
Jazmin Marrero Guerra	Part-time Hourly	SVS

End of Summer Term List
2019-2020
School Year

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

CONTRACT RECOMMENDATIONS:

ADMINISTRATIVE CONTRACTS:

	TERM
Jennifer Barrs	12
Susan Bass	12
J. Walter Boatright	12
Karen Braun	12
Marsha Brown	12
Ethan Butts	12
Mark Carver	12
Jimmy Cherry II	12
Lisa Dorris	12
Malcolm Hines	12
Michele Howard	11
Debra Land	12
Natasha Pittman	12
Austin Richmond	12
Kecia Robinson	12
Elizabeth Simpson	12
Keith Stavig	11
Angelia Stuckey	12
Kelly Waters	12
Jimmy Wilkerson	12
Joshua Williams	12
Kelli Williams	11
James Wilson	11

SCHOOL ADMINISTRATORS:

Hunter Abercrombie	12
Jennifer Beach	12
Tamara Boggus	12
Stephenie Busch	12
Gary Caldwell	12
Ronald Gray	12
Mary Keen	12
Deidre McManaway	12
Julia Ulmer	12
Katrina Bius-Walker	11

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford Elementary School:

Amanda Clark	10
Tracy Combee	10
Lynsee Dicks	10
Kimberley Garrett	10
Jacqueline Glover	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Rhoshonda Herring	10
Mandi Howard	10
Victoria Jensen	10
Priscilla Jones	10
Charlena Lori Land	10
Katee O'Quinn	10
Jennifer Richer	10
Jessica Wagner	10
Margaret Williams	11

Branford High School:

Jeffry Boatright	10
Darryl S. Cannon	10
Erin Cannon	10
Pamela Christy	10
Erin Clark	10
Timothy Clark	12
Eleanor Coker	10
Carlos Diaz	10
Jason Dobson	10
Anne Etcher	10
Cynthia Frye	10

Monica Jackson	10
Courtney R. Jernigan	10
Shannon Jernigan	10
Joshua McInnis	10
Fred O'Quinn	12
Emilee Rains	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10
Misty Ward	10
Abbey Warren	10

RIVEROAK Technical College:

Mona Kelley	10
Catherine Maxwell	10
Lydia Mendoza	10
**Katie Miller	12
**Susan Morgan	12
Patricia Sullivan	10
**Greta Thornton	10
Jeremy Ulmer	10
**Traci West	12
**Suzanne Wilson	12

**Non certificated

Student Services:

Michelle Adams	10
Dee Dee Cathcart	10
Kendra Crews	10
Abigail Hill	11
Kelly Jackson	10
Lisa Pennington	11
Alyssa Sullivan	10
Stacie Swartz	10
Lacey Van Etta	10

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Kimberly Buchanan	10
Chelsea Burgess	10
Julia Davidson	10
Rosa Davis	10
Courtney Goodin	10
Emily Goss	10
Pamela Hendrick	10
Hannah Hicks	10
Jennifer Hitt	10

Nicole Hohman	10
Ellena Huston	10
Ciera Keen	10
Krystal McCormick	10
Susan M. Mowry	10
Kelly Parker	10
Kelly Pennington	10
Elecxia Reed	10
Phyllis Smith	10

Suwannee High School:

Frank Allen	10
Barbara Barker	10
Kary Black	10
Michael Braun	12
Kate Bromley	10
Brian Bullock	10
Isaac Chandler	10
Perry Davis	10
Patrick Dawson	12
Sherry Dean	10
Alexander Franklin	11
Belinda Fries	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Matthew Grillo	10
Elisa Hall	10
Kyler Hall	12
Cletia Hamby	10
Frank Hufty	10
Jerry Jay Jolicoeur	10
Debra Kleinsmith	12
Jenny Lang	10
Daniel Marsee	10
Trista Wright Morales	10
Stephen D. Morgan	10
Katheryn Quincey	12
Melanie Roberts	10
Brittney Shearer	10
Benjamin Thomas	10
Suzanne Tillman	10
Amy Yarick	10

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Jessica Anderson	10
Joann Barton	10
Ashley Broughton	10
Brittany Broughton	10
Keith Cherry	10

Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Patricia Hines	10
Mary Kinard	10
Jenny McCook	10
Kelly McKissick	10
Katey Melland	10
Kerry Melland	10
Emily Murphy	10
Takesha Patrick	10
Audrey Peake	10
Stephanie Selph	10
Debra Singletary	11
Darby Smith	10
Stacey Smith	10
Jennifer Stevens	10
Wendy Stevens	10

Suwannee Middle School:

Kimberly Boatright	10
Laura Boatright	11
Kathryn Bower	10
Andrew Chapman	10
Cheri Copeland	10
Darace Hahn	10
Meri Harrell	10
Brantly Helvenston	10
Cristina Herrington	10
Logan Hurst	10
January Jernigan	10
Deadre Jolicoeur	10
Kevin Lewis	10
Marie Mace	10
Elizabeth Mitchell	10
Tammy Neil	10
Danielle Ovando	10
Robert Phillips	10
Susan Ratliff	10
Daniel Skelly	10
Phoebe Solek	10
Seth Stebbins	10

Lorena Urban	10
Kayla Williamson	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Opportunity School:

Jazmin Marrero Guerra	10
Donna Jean Leslie	10

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Tammy Atkinson	10
Emily Blackmon	10
Melissa Bozeman	10
Jamie Cato	10
Robbin M. Chapman	10
Kimberly Contento	10
Krystal Cundiff	10
Kiara Davis	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Susan Helvenston	10
Patrick Jernigan	10
Michelle Jessup	10
Hannah Johnson	10
Holly Marsee	10
Hannah Moreno	10
Charis Parker	10
Skyler Phillips	10
Stephanee Phillips	10
Elizabeth Rang	10
Stephanie Reid	10
Christina Sparkman	10
Elizabeth Vann	10

Suwannee Virtual School:

Brooke Cox-Knowles	10

Professional Service Contract (Renewal):

Branford Elementary School:

Linda Aderholt	10
Amy Allen	10
Evelyn Arnold	10
Gary Barrs	10
Kimberly D. Cannon	10

Teresa Conger	10
Melinda Hawthorne	10
Melissa Holtzclaw	10
Juettie Kelley	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Pamela D. Nettles	10
Denah F. Phillips	10
Kimberly Procko	10
Lindsey Ramsey	10
Tina Roush	10
Carla Suggs	10
Wynette L. Sumner	10
Cloria J. Williams	10
Jennifer Winnett	10

Branford High School:

Marcia Boatright	10
Bethany Byrd	10
Pamela Cassube	10
Julianna H. Dees	10
Dawn Eakins	11
Vaster J. Fryar	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Lynda McInnis	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Kenneth Wingate	10
Stacy Young	12

RIVEROAK Technical College:

Eric Derwin Bass	10
Theresa Gill	10
Pamela A. Poole	10
William Ragan	10
Thomas E. Shea	10
Kimberly M. Thomas	10

Student Services:

Patricia E. Brantley	11
Elizabeth K. Johnston	11
Lynn Lawrence	10
Virginia L. Weaver	11

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Matthew Campbell	10
Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Jessica Johnson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Pamela K. Lewis	10
Christina McCullers	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10
Tamara Michal	10
Vickie Pagliai	10
Michelle Ona Robertson	10
Shannon White	10
Amy Williams	10
Tamara Williams	11
Ashlee Wooley	10

Suwannee High School:

Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Jimmie Green	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Audrey L. Marshall	10
Paula McMillan	10
Vanessa B. Menhennett	10
Rebecca Monroe	10
Abigail Rodriguez	10
Eric Rodriguez	10
James Sellers	10
Michelle Thompson	10
Kimberly Tuvell	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

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

Suwannee Middle School:

Melinda Ahrens	10
Alan R. Bonds	10
Robyn Bonds	10
Tammy Butts	10
Jennifer Byrd	10
Jennifer Campbell	10
Annette B. Chauncey	10
Heather Dean	10
Jean Eckhoff	10
Melissa Francisco	10
Lesley D. Fry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Amanda D. Hurst	10
Herbert Hutchison	10
Nicole Jackson	10
Tammie McKay	10
Lynda Owens	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10

Suwannee Opportunity School:

Mary Johnson	10

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Georgette H. Allbritton	10
Lauren Belcher	10

Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Rhonda L. Furry	10
Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Susann Johnson	10
Janell Miracle	10
Kimberly M. Mott	10
Karen L. Patten	11
Sharon G. Ragan	10
Mandy F. Ramsey	10
Laura Katherine Roberts	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10
Jennifer L. Wooley	10

Suwannee Virtual School:

Angela Hester	10

CONTINUING CONTRACT
(presented for information only)

Student Services Department:

Kathy Smith	12

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Veronica B. Daquila	10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2020-2021 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
District Office:			
*Karen Bates	Payroll Supervisor	C	12
*Pamela Bedenbaugh	Employee Benefits Specialists	A	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Leigh Fernald	Accounts Payable Specialist	C	12
*Cortney Flowers	Secretary, Administrative I	A	12
*Claire Green	Secretary, Administrative	C	12
*Jillian Herron	Administrative Support Specialist	INT C	12

Naela Jimenez	Pre-K Paraprofessional	C	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Robinette Odom	Secretary, Administrative I	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Erin Vogel	Personnel Specialist	C	12

*Confidential employee

Branford Elementary School:

Teresa Allen	Media Clerk	C	10
Michelle Bozeman	Paraprofessional	C	09
Crystal Brown	Paraprofessional	A	09
Lisa Campbell	Paraprofessional	A	09
Alysia Causey	Custodian	A	12
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	School Secretary	C	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Hannah Knighton	Paraprofessional	A	09
Karen Knighton	Paraprofessional	C	09
Amanda Martin	Paraprofessional	INT C	09
Amity McCall	Paraprofessional	A	09
Pamela Norton	Paraprofessional	C	09
Tiffany Phillips	Paraprofessional	A	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon Richardson	Registrar	C	12
Edna Roberts	Paraprofessional	A	09
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09
Deborah Yates	Paraprofessional	C	09

*Confidential employee

Branford High School:

Jerri Byrd	School Secretary	C	12
Erica Daies	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Daphine Harden	Paraprofessional	C	09
Michele Lambert	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
John Perry	Paraprofessional	INT C	09

William Procko	Paraprofessional	A	09
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	A	09
Dana Root	Paraprofessional	INT C	09
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12

*Confidential employee

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Douglas Bates	Facilities Assistant/Project Manager	C	12
John Betz	Maintenance Man I	C	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	INT C	12
Mercedes Gervacio	Custodian	C	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man II	A	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Terry Richardson	Painter	C	12
Clayton Ross	Assistant Grounds Foreman	A	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12
Kevin Williams	Groundskeeper	C	12

Food Service:

Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
RoseMerry Bell	Food Service Worker-3 hr.	PT	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-6 hr.	A	09
Kimberly Choe	Food Service Manager-Assistant	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Leah Cribbs	Food Service Worker-3 hr.	PT	09
Mary DeHart	Food Service Worker-8 hr.	C	09

Erika Delgado	Food Service Worker-8 hr.	A	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-8 hr.	C	09
Kathy Ezell	Food Service Worker-3 hr.	PT	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Renee Hoch	Food Service Worker-3 hr.	PT	09
Rosanna Holtzclaw	Food Service Manager	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	C	09
Melissa Hygema	Food Service Worker-3 hr.	PT	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Nannette Kimbro	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Janice Lee	Food Service Manager-Assistant	C	09
Chatisa Lett	Food Service Worker-3hr.	PT	09
Evelin Najera	Food Service Worker-8 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	A	09
Uriel Perez	Food Service Worker-3 hr.	PT	09
Shirley Philmore	Food Service Worker-8 hr.	C	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Dana Prince	Food Service Worker-3 hr.	PT	09
Melanie Rickett	Food Service Manager-Assistant	C	09
Donna Rightmire	Food Service Worker-6 hr.	A	09
Marilin Gonzalez-Santos	Food Service Worker-8 hr.	A	09
Dawn Shearer	Food Service Worker-8 hr.	INT C	09
Natella Smith	Food Service Worker-6 hr.	A	09
Quintonia Smith	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-6 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Worker-8 hr.	C	09
*Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Kelly Wiggins	Food Service Worker-6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
Lisa Young	Food Service Worker-8 hr.	A	09
William Yates	Food Service Worker-8 hr.	C	09

*Confidential employee

Information Technology Department:

*Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	C	12
Landon Messer	Information Technology Technician	A	12
*Kelly Philmore	Network Specialist	C	12
Evan Saunders	Information Technology Technician	C	12

*Confidential employee

School Nurses:

Goldie Fralick	School Nurse	C	10
Kristen Kirby	School Nurse	A	10
Kelly Melland	School Nurse	C	10
Rebekah Mercer	School Nurse	A	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Denise Chandler	VPK Paraprofessional	C	09
Tanya Crain	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional	C	09
Janet Diaz	Paraprofessional	A	09
Tamara Felton	Paraprofessional	C	09
Kay Glass	Administrative School Secretary	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	C	09
*Tammy Johns	School Bookkeeper	C	12
Keith Johnson	Custodian	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Stephanie Pinkard	Custodian	A	12
Vernita Reed	Head Custodian	C	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
Dora Townsend	Lead CDA Paraprofessional	C	09
Rhonda Twilley	Paraprofessional	C	09
Elisahar Woloszyn	Paraprofessional	INT C	09

*Confidential employee

RIVEROAK Technical College:

Jennifer Floyd	Clerk	INT C	12
*Laura Hernandez	Financial Aid Specialist	C	12
LaDonna Holmes	Paraprofessional	A	09
Claudies Ivey	Head Custodian	C	12
Heymi Jimenez	Registrar	A	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
Marissa Lane	Paraprofessional	A	09
*Jeffrey Lee	Other Office Personnel	C	12
*Tommy Miller	Administrative Secretary I	C	12
John Sinclair	Paraprofessional	C	09
Dustin Smith	Custodian	A	12
*Dana Tidwell	School Bookkeeper	C	12
Terry Vickers	Community Relations Specialist	C	12

*Confidential employee

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock	Media Clerk	C	10
Cynthia Brown	Custodian	INT C	12
Viola Brown	Custodian	C	12
*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Annah Davis	Interpreter/Paraprofessional	C	09
Deborah Davis	Paraprofessional	C	09
Nahjawan Dukes	ESE Paraprofessional	C	09
A. Lloyd Jackson	Head Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Yvette Perez	Migrant Paraprofessional	C	10
Christopher Ringlein	Custodian	C	12
Janette Schenck	ESE Paraprofessional	C	09
Alexandra Scoggins	Paraprofessional	A	09
Patricia Williams	Paraprofessional/Temporary	A	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	C	11

*Confidential employee

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Lori Alban	School Secretary	C	12
Ila F. Allen	Paraprofessional	C	09
Christina Batton	ESE Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Mayra Castaneda	Paraprofessional	C	09
*Tina Colvin	School Bookkeeper	C	12

Alice Gambel	Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	A	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	C	09
June Lane	Pre-K Paraprofessional	C	09
Kelsey Leighton	Paraprofessional	A	09
Catherine Melton	Paraprofessional	C	09
Kerry Palmer	Paraprofessional	A	09
Damien Rickett	Custodian	A	12
Timothy Rickett	Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Media Clerk	C	10
Holly Setzer	Paraprofessional	C	09
Benjamin Smith	Paraprofessional	INT C	09
Lori Smith	Head Custodian	C	12
Amy Steed	Paraprofessional	C	09
Barbara Tucker	Paraprofessional	C	09

*Confidential employee

Suwannee Middle School:

Amanda Bartley-Ramirez	Paraprofessional	C	09
Brenda Cooks	Custodian	C	12
Tiffany Dear	Paraprofessional	A	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Michael Herring	Paraprofessional	C	09
Martha Jones	ELL Paraprofessional	C	09
Erika Leak	Media Clerk	A	10
Verhonda Morris	ESE Paraprofessional	C	09
*Lorie Norris	Bookkeeper	A	12
Theresa Owens	Paraprofessional	C	09
Naela Salazar	Paraprofessional	INT C	09
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12
Jacquelyn Wiggins	ESE Paraprofessional	C	09
Amanda Williams	Paraprofessional	C	09
Carla Williams	General Receptionist	C	11
Dawn Willms	Custodian	A	12

*Confidential employee

Suwannee Opportunity School:

Tyrone Ansley	Security Guard	C	12
Tramane Carwise	Paraprofessional	C	09
Stephanie Eady	Paraprofessional	INT C	09
Courtney McHugh	Paraprofessional	A	09

Katlin Westrich	Secretary	C	12

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	A	09
Gail Butler	ESE Paraprofessional	C	09
Kadie Butler	ESE Paraprofessional	C	09
Melanie Chambliss	Registrar	C	12
Linda Cheshire	Paraprofessional	C	09
Janell Cline	Paraprofessional	A	09
Tenlee DeLoach	Pre-K Paraprofessional	C	09
Monica Djulvez	Paraprofessional	INT C	09
Jody Ellison	Head Custodian	C	12
*Debra Gamble	School Bookkeeper	C	12
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	C	09
Julia Gay Mangum	Paraprofessional	A	09
Vanessa Isidro Mares	Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Kelly McManaway	Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	A	09
Marcia Riegel	Paraprofessional	C	09
Debbie Ritchey	Custodian	C	12
Imelda Saldana	Pre-K Interpreter/Parent Liaison	C	12
Amy Sansouci	School Secretary	A	12
Julie Skeen	Paraprofessional	C	09
Tara Smith	Paraprofessional	C	09
*Kimberly Steichen	Administrative School Secretary	A	12
Mackia Strickland	Paraprofessional	INT C	09
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	C	12
Lori Torres	Paraprofessional	C	09
Christine Vervisch	VPK Paraprofessional	A	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

*Confidential employee

Suwannee Virtual School:

*Heather Holton	Administrative School Secretary	A	12

*Confidential employee

Transportation Department:

David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Rosemerry Bell	Crossing Guard	PT	09
Dorie Bingemann	Bus Driver	C	09
*Sharon Braun	Administrative Secretary I	INT C	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	A	09
Jacquelyn Brown	Bus Attendant	A	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
Shateea Butler	Bus Driver	A	09
Jimmy Cannon	Bus Driver	C	09
Nisa Carlisle	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	C	09
Amanda Colon	Bus Driver	A	09
Daisy Couture	Bus Attendant	C	09
Carol Deas	Bus Driver	C	09
Frederick Deaver	Bus Driver	INT C	09
Eunice Dunmore	Bus Driver	C	09
Jennifer Farrar	Bus Driver	A	12
Crystal Fernandez	Bus Driver	C	09
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Vehicle Maintenance Manager	C	12
Robin Garbett	Bus Driver	C	09
Eva Garitson	Bus Driver	C	09
Ana Gienger	Bus Driver	C	09
Toni Hansard	Bus Driver	C	09
Deborah Harnage	Bus Driver	A	09
Kimberly Harnage	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Jeffry Hunt	Bus Driver	INT C	09
Jennifer Hurst	Bus Attendant	INT C	09
Laura Jaramillo	Bus Driver	A	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	INT C	12
*Kelly Jenkins	Administrative Secretary I	C	12
Christina Jones	Bus Driver	A	09
Bruce Kemmerer	Bus Driver	A	09
John Kerry	Bus Driver	A	09
Gina Knight	Bus Attendant	C	09
Scott Koehn	Mechanic	C	12

Robin Krause	Bus Driver	C	09
Kathy Laschanzky	Bus Driver	A	09
Amber Mathis	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Lynne Otterbine	Crossing Guard	PT	09
Patrick Pierce	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	A	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Dana Prince	Bus Driver	A	09
Stacy Ray	Mechanic	C	12
Cathy Reed	Bus Driver	C	09
Heather Riel	Bus Driver	A	09
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Driver	C	09
Hope Robinson	Bus Driver	A	09
Vadarian Robinson	Bus Driver	A	09
Sheila Rowden	Bus Driver	C	09
Synthia Schnaudigel	Bus Driver	C	09
Christene Scrivens	Bus Attendant	A	09
Billy Starling	Crossing Guard	PT	09
Yvan Theoret	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Shirley Ware	Bus Attendant	A	09
Alice Wenig	Bus Driver	C	09
Ashley Wildman	Bus Driver	INT C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

*Confidential employee

End of List
2020-2021
School Year

BULLYING AND HARASSMENT 5.101*

I. Statement Prohibiting Bullying and Harassment

A. It is the policy of the Suwannee County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind. The District will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.

B. The District upholds that bullying or harassment of any student or school employee is prohibited

1. During any education program or activity conducted by a public K- 12 educational institution;

2. During any school-related or school-sponsored program or activity;

3. On a school bus of a public K-12 educational institution; or

4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution within the scope of the School District, meaning regardless of ownership, any computer, computer system, computer network that is physically located on school property or at a school-related or school-sponsored program or activity; . or

5. Through the use of data or computer software that is accessed at a nonschool-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the School District or a school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by a school or substantially disrupts the

education process or orderly operation of a school. School staff is not required to monitor any nonschool-related activity, function, or program.

II. Definitions

A. Accused is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.

B. Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

1. Teasing;

2. Social Exclusion;

3. Threat;

4. Intimidation;

5. Stalking;

6. Cyberstalking

7. Physical violence;

8. Theft;

9. Sexual, religious, or racial harassment;

10. Public or private humiliation; or

11. Destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

C. Complainant is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person who formally or informally makes a report of bullying, orally or in writing.

D. Cyberbullying means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photoelectronic system, or photooptical system, including, but not limited to, electronic mail, internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

E. Cyberstalking as defined in s. 784.048(1)(d), F.S., means to engage in course of conduct to communicate, or cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

F. Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits;

3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or

4. Has the effect of substantially disrupting the orderly operation of a school.

G. Bullying and harassment also encompass

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by

   a. Incitement or coercion;

   b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;

c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

III. Behavior Standards

A. The Suwannee County School District expects students to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior; treat others with civility and respect, and refuse to tolerate bullying or harassment.

C. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student recognition through positive reinforcement for good conduct, self-discipline, good citizenship, and academic success.

D. Student rights shall be explained in the *Student Code of Conduct;*

E. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the *Student Code of Conduct.*

IV. Consequences

A. Committing an act of bullying or harassment

1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.

2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct.*

3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.

4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

B. Wrongful and intentional accusation of an act of bullying or harassment

1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the *Code of Student Conduct.*

2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.

3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

V. Reporting an Act of Bullying or Harassment

A. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.

B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.

C. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.

D. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.

E. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.

F. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

G. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future

employment, grades, learning or working environment, or work assignments.

H. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).

I. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

VI. Investigation of a Report of Bullying or Harassment

A. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is en route to school aboard a school bus or at school bus stop.

B. The principal or designee shall select an individual(s), employed by the school to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.

C. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.

D. The investigator shall collect and evaluate the facts including but not limited to

1. Description of incident(s) including nature of the behavior;

2. Context in which the alleged incident(s) occurred;

3. How often the conduct occurred;

4. Whether there were past incidents or past continuing patterns of behavior;

5. The relationship between the parties involved;

6. The characteristics of parties involved, *i.e.*, grade, age;

7. The identity and number of individuals who participated in bullying or harassing behavior;

8. Where the alleged incident(s) occurred;

9. Whether the conduct adversely affected the student's education or educational environment;

10. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and

11. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.

E. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include

1. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and

2. A written final report to the principal.

F. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.

G. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

VII. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

A. The principal or designee will assign an individual(s) to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.

B. The investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.

1. If it is within the scope of the District, a thorough investigation shall be conducted.

2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.

3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.

C. Computers without web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated.

VIII. Notification to Parents/Guardians of Incidents of Bullying or Harassment

A. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.

1. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

2. If the bullying or harassment incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying or harassment incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states ". . .a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

B. Immediate notification to the parents/legal guardians of the perpetrator of an act bullying or harassment.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

C. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

IX. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying or harassment incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

A. The teacher or parent/legal guardian may request informal consultation with school staff (specialty staff, *e.g.*, school counselor, school psychologist), to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardian are included.

B. School personnel or the parent/legal guardian may refer a student to the school intervention team or equivalent school-based team with a problem-solving focus for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.

C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.

D. A school-based component to address intervention and assistance shall be utilized by the intervention team. The intervention team may recommend

1. Counseling and support to address the needs of the victims of bullying or harassment;

2. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or

3. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

X. Reporting Incidents of Bullying and Harassment

A. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. Cyberbullying incidents shall be included

within the bullying incidents category. The report shall also include in a separate section each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.

B. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as incident codes as well as bullying-related as a related element code.

1. SESIR Definitions

a. Bullying – Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.

b. Harassment – Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

2. Bullying and/or harassment incidents shall be reported in SESIR with the bullying (BUL) or harassment (HAR) code. Unsubstantiated incidents of bullying or harassment shall be coded UBL or UHR.

3. If the bullying/harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the

relevant incident code and the bullying-related code. Such incidents are:

a. Alcohol

b. Arson

c. Battery

d. Breaking and Entering

e. Disruption on Campus

f. Drug Sale/Distribution Excluding Alcohol

g. Drug Sale/Possession Excluding Alcohol

h. Fighting

i. Homicide

j. Kidnapping

k. Larceny/Theft

l. Robbery

m. Sexual Battery

n. Sexual Harassment

o. Sexual Offenses

p. Threat/Intimidation

q. Trespassing

r. Tobacco

s. Vandalism

t. Weapons Possession

u. Other Major (Other major incidents that do not fit within the other definitions)

C. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.

D. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department.

E. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat / intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability shall include the incident basis. Victims of these offenses shall also have the incident basis (sex, race, or disability) noted in their student records.

XI. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

A. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.

B. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying or harassment in schools.

C. The District shall establish a list of programs that provide instruction to students, parents, teachers, school administrators, counseling staff, and school volunteers on identifying, preventing, and responding to bullying and harassment including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations. The list of authorized programs shall be available at each school, District offices, and on the District website.

XII. Reporting to a Victim's Parents/Legal Guardians the Legal Actions Taken to Protect the Victim

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

XIII. Publicizing the Policy

A. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.

B. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.

C. The Superintendent shall also make all contractors contracting with the District aware of this policy.

D. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students in a student assembly or other reasonable format.

E. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

XIV. Review of Policy

The Superintendent and appropriate staff shall review this policy at a minimum every three (3) years. The review shall include input from parents, law enforcement, and other community members. The Superintendent shall present the policy and any recommended changes to the School Board for consideration.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **1001.43, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.147, F.S., 20 USC 1232g**

STATE BOARD OF EDUCATION RULE(S): **6A-10.081**

HISTORY:	**ADOPTED: 12/16/2008** **REVISION DATE(S): 1/28/2014, 8/25/2015, 6/28/2016, 10/24/2017**
REVIEWED DATE(S)	

AN AGREEMENT
Between
SUWANNEE COUNTY SCHOOL BOARD
Thru
RIVEROAK Technical College
and
Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery

This Agreement is entered into on May 26, 2020, between the Suwannee County School Board (SCSB) and **Gregory Gaines, M.D. d/b/a Gaines Plastic Surgery** (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Certified Surgical Technologist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with a single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Surgical Technologist program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Surgical Technology program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agencies standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards

for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC 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 the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

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

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

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2019) see EXHIBIT A, which is incorporated by reference herein.

IX. FORCE MAJEURE

1. 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 render 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.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

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

Gaines Plastic Surgery Healthcare Center
217 NW76th Dr.
Gainesville, FL 32607

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2019)

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 (2019), 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 (2019), 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 (2019).