SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 12, 2016

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

Chief Financial Officer – Vickie DePratter:

1. The Superintendent presents the following report for informational purposes:

   a. Suwannee County District School Board Financial, Operational, and Federal Single Audit for Fiscal Year Ended June 30, 2015 (A copy of the report is available in the office of the Chief Financial Officer.) **(pg. 3)**

Assistant Superintendent of Instruction – Janene Fitzpatrick:

2. The Superintendent recommends approval for District participation in the *2016 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 21-23, 2016, in the amount of $2,000. **(pg. 4)**

3. The Superintendent recommends approval of the following resolution for the 2015-2016 school year: (NEW)

   #2016-07R Resolution in Support of National Assistant Principal's Week for April 11-15, 2016 (*New*) **(pgs. 5-7)**

4. The Superintendent recommends approval of the following personnel item for the 2015-2016 school year:

   a. Add one Resource Teacher position to work as a Teacher Support Colleague (TSC)/Teacher on Special Assignment (TSA); 10-month/8 hours per day; District-Wide. (*Funded by the TIF/SEEC Grant through the 2016-2017 school year.*) **(pg. 8)**

Director of Facilities – Mark Carver:

5. The Superintendent recommends approval to award the following bid:

   #15-208 Sewer Waste Line and Lift Station Replacement at Suwannee Primary School to Curt's Construction Inc. (*New*) **(pg. 9)**

6. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2016-121 Contract between Suwannee County School District and Clemons, Rutherford & Associates, Inc. for Professional Architectural Design and Construction Administration Consulting Services (Minor Services) (*New*) **(pgs. 10-19)**

Director of Student Services – Elizabeth Simpson:

7. The Superintendent recommends approval of the following personnel item for the 2015-2016 school year:

   a. Freeze one School Psychologist position **(pg. 20)**

Director of Human Resources – Dr. Bill Brothers:

8. Personnel Changes List **(pgs. 21-23)**

Adjourn

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

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RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Vickie Music DePratter, Chief Financial Officer

DATE: March 29, 2016

RE: Agenda Item for April 12, 2016, Special Meeting

RECOMMENDATION:

The Superintendent presents the following reports for informational purposes:

- *Suwannee County District School Board Financial, Operational, and Federal Single Audit*, for the Fiscal Year Ended June 30, 2015

A copy of the report is available for review in the office of the Chief Financial Officer.

BACKGROUND:

This report is presented annually upon completion of the audit.

All findings cited in the report have been addressed and compliance review by appropriate school staff is ongoing.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie DePratter, Chief Financial Officer

DATE: April 5, 2016

RE: Agenda Item for the April 12, 2016, Special Meeting

RECOMMENDATION:

The Superintendent recommends approval for District participation in the *2016 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 21-23, 2016, in the amount of $2,000.

BACKGROUND:

The Commissioner's Academic Challenge is in its 31st year, focusing on what is right in Florida's education system. The event recognizes academic excellence and is a model for other state education systems.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: April 7, 2016

RE: Agenda Item for the April 12, 2016, Special Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following resolution for the 2015-2016 school year:

#2016-07R Resolution in Support of National Assistant Principal's Week for April 11-15, 2016 (*New*)

BACKGROUND:

The Suwannee County School Board recognizes and honors the Suwannee County School District Assistant Principals for their continued service and dedication to the success of all children.

Suwannee County School District
Resolution in Support of National Assistant Principal's Week
April 11-15, 2016

WHEREAS, an assistant principal, as a member of the school administration, interacts with many sectors of the school community, including support staff, instructional staff, students, and parents; and

WHEREAS, assistant principals are responsible for establishing a positive learning environment and building strong relationships between school and community; and

WHEREAS, assistant principals play a pivotal role in the instructional leadership of their schools by supervising student instruction, mentoring teachers, recognizing the achievements of staff, encouraging collaboration among staff, ensuring the implementation of best practices, monitoring student achievement and progress, facilitating and modeling data-driven decision-making to inform instruction, and guiding the direction of targeted intervention and school improvement; and

WHEREAS, the day-to-day logistical operations of schools require assistant principals to monitor and address facility needs, attendance, transportation issues, and scheduling challenges, as well as supervise extra and co-curricular events; and

WHEREAS, assistant principals are entrusted with maintaining an inviting, safe, and orderly school environment that supports the growth and achievement of each and every student by nurturing positive peer relationships, recognizing student achievement, mediating conflicts, analyzing behavior patterns, providing interventions, and when necessary taking disciplinary actions; and

WHEREAS, the week of April 11 through April 15, 2016, has been designated as "National Assistant Principal's Week"; now therefore be it

RESOLVED, that the Suwannee County School District (SCSD)

(1) Encourages the citizens of our county to observe National Assistant Principal's Week; and

(2) Honors and acknowledges the contributions of the following SCSD's assistant principals in the success of students in the SCSD:

- Keri Bean, Assistant Principal/Curriculum Coordinator of Suwannee Middle School
- Tamara Boggus, Assistant Principal/Curriculum Coordinator of Suwannee High School
- Mandy Brown, Assistant Principal/Curriculum Coordinator of Suwannee Intermediate School
- Stephenie Busch, Assistant Principal of Branford Elementary School
- Gary Caldwell, Assistant Principal of Suwannee High School
- Lisa Garrison, Curriculum Coordinator of Suwannee Virtual School
- Kim Jennings, Assistant Principal of Suwannee Middle School
- Dee Dee McManaway, Assistant Principal/Curriculum Coordinator of Suwannee Primary School
- Angie Stuckey, Assistant Principal of Suwannee High School
- Katrina Walker-Bius, Assistant Principal/Curriculum Coordinator of Branford High School
- Laura Williams, Assistant Principal/Curriculum Coordinator of Suwannee Elementary School

Signed the _____ of _____, 2016, in Live Oak, Florida.

Jerry A. Scarborough, Superintendent of Schools

Ed daSilva, School Board Chairman

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Bill Brothers, Director of Human Resources
Vickie Music DePratter, Chief Financial Officer

DATE: April 7, 2016

RE: Agenda Item for April 12, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to add one Resource Teacher position to work as a Teacher Support Colleague (TSC)/Teacher on Special Assignment (TSA), 10-month/8 hours per day, District-wide (Funded by the TIF/SEEC grant).

BACKGROUND:

This position will be entirely funded by the TIF/SEEC grant for the remainder of the 2015-16 school year, as well as the 2016-17 school year beginning April 12, 2016. The job description will be Teacher on Special Assignment (10 months, 8 hours per day).

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Mark A. Carver, Director of Facilities

THRU: Vickie Music DePratter, Chief Financial Officer
Ted Roush, Assistant Superintendent of Administration

DATE: April 7, 2016

RE: Agenda Item for April 12, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to award Bid # 15-208 Sewer Waste Line and Lift Station Replacement at Suwannee Primary School to Curt's Construction Inc.

BACKGROUND:

Invitations to Bid were received and reviewed on March 17, 2016 at 3:00 p.m. After all bids were reviewed our recommendation is to award Bid # 15-208 to Curt's Construction in the amount of $161,395.00 which was the lowest bid. This project is a required upgrade to complete the recent kitchen renovation and replaces the 42 year old lift station. Food Service will be funding 44% ($71,602.20) for the portion associated to kitchen upgrade and 56% ($89,792.80) funded with Facilities funding.

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MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Mark A. Carver, Director of Facilities

THRU: Vickie Music DePratter, Chief Financial Officer
Ted Roush, Assistant Superintendent

DATE: April 7, 2016

RE: Agenda Item for April 12, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of SCSB contract #2016-121 for Professional Architectural Services (Minor Services) with Clemons, Rutherford & Associates, Inc.

BACKGROUND:

This agreement with Clemons, Rutherford & Associates, Inc. is for minor projects deemed relevant during the next three (3) years approved in the Facilities Five Year Work Plan, Educational Plant Survey or on a future (Spot) Educational Survey. Projects currently consist of: Conceptual Drawings of the Expansion of RIVEROAK Technical College into the Johnson Building (Radio Shack), remodel Science Technology Building 11 at Branford High School to create additional classrooms, remodel entrances to Branford Elementary and Suwannee Elementary School.

Each project will have a separate purchase order with a "Not to Exceed" total that will be initiated by a proposal specific to each project and billed by the hourly rates established in the contract.

SCSB 2016-121 (NEW)

SUWANNEE COUNTY SCHOOL DISTRICT

702 2nd Street NW, Live Oak, Florida 32064

April 12, 2016 Special Board Meeting

Title

APPROVAL OF RFQ 15-206 CONTRACT WITH THE TOP-RANKED FIRM FOR PROFESSIONAL ARCHITECTURAL SERVICES (Minor Services)

Description

Scope of Services:

Professional Architectural services for design, plans and specifications for minor projects deemed relevant during the next three (3) years and approved in the Facilities Five Year Work Plan, Educational Plant Survey or on a future (SPOT) Educational Plant Survey. Projects currently consist of: Project 1) Remodel Science Technology Building 11at Branford High School to create additional classrooms; Project 2) Remodel entrances to Branford Elementary School and Suwannee Elementary School.

The services of the Consultant may involve design preparation and/or review, inspections, consultations, preparation of funding applications, presentations and recommendations as may be appropriate. As work progresses, and upon completing the professional consulting services at various stages of each project, the Consultant will promptly make written reports of his findings describing the project, work performed and results of such work, together with any pertinent observations that should be brought to the attention of the Owner. Unless otherwise agreed between the parties, the Consultant will furnish one electronic submission of such reports which will be e-mailed directly to the Owner's designated representative, and, when required, one signed and sealed original which shall be delivered to the Owner's designated representative. All reports will become the exclusive property of the Owner and may be used as the Owner determines.

Design must meet all Current State Requirements for Educational Facilities (SREF) and associated codes and statutes.

Recommendation

That the contract with the top-ranked firm for professional design and construction administration consulting services be approved as presented.

Contact

William D. Rutherford
2027 Thomasville Rd
Tallahassee, FL 32308

CONTRACT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION CONSULTING SERVICES (MINOR SERVICES)

THIS AGREEMENT, made this the _____day of _____ 2016, between Suwannee County School District (hereinafter called the "Owner") and Clemons, Rutherford & Associates, Inc. (hereinafter called the "Consultant") whose address is 2027 Thomasville Road, Tallahassee, Florida 32308.

WHEREAS, the Owner desires to retain a firm on a contract basis to provide professional design and construction administration consulting services (hereinafter referred to as "professional services") for Owner assigned projects;

WHEREAS, the Owner is authorized under Florida law to enter into such contracts and has chosen to use a qualifications based selection process in accordance with Florida Statute 287.055(3), (4) and (5) and School Board Policy 7.141 , to select the consulting firms which will be contractually available to provide the necessary professional consulting services for Owner assigned projects;

WHEREAS, the Consultant was one of the entities chosen by the Suwannee County School Board Selection Committee, and the Owner and Consultant desire to enter into this Agreement to memorialize the terms under which Consultant will provide professional consulting services on Owner assigned projects during the term of this Agreement;

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

ARTICLE 1

TERM OF AGREEMENT AND RIGHT TO TERMINATE

1.1 Subject to the right of termination contained in paragraph 1.2, the term of this Agreement is for a period of three (3) years beginning on _____, 2016 and ending on _____, 2019. This Agreement shall terminate and expire at the end of such three-year period. Notwithstanding the forgoing, this Agreement will continue in full force and effect for any Projects (defined below) which are ongoing at the expiration of this Agreement.

1.2 In accordance with Florida Statute § 287 .055(1)(g), this Agreement may be terminated by the Owner, with or without cause, at any time, by Owner providing the Consultant with thirty (30) day notice of such termination in writing. Termination of this Agreement by the Owner shall not terminate any contractual agreement Owner and Consultant may have with respect to a particular project which had previously been assigned to Consultant, unless the notice of termination so provides.

1.3 Consultant acknowledges and understands that the projects contemplated by this Agreement are being constructed on public property owned by the Owner, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Consultant agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

(a) Unauthorized Aliens. Owner considers the employment of unauthorized aliens by the Consultant, or any of its subcontractors, a violation of Section 274A (e) of the Immigration and Naturalization Act. If it is determined that an unauthorized alien is working on the Project, the Consultant shall take all steps necessary to remove such unauthorized alien from the property

and the project. Owner shall have the right to terminate this Contract if the Consultant does not comply with this provision.

(b) Possession of Firearms. Possession of firearms will not be tolerated on the project or the Owner's property. No person who has a firearm in their vehicle may park their vehicle on the Owner's property. Furthermore, no person may possess or bring a firearm on School District property. If any employee/independent contractor of the Consultant, or any of its sub-contractors, is found to have brought a firearm on to the Owner's property, said employee/independent contractor shall be removed and terminated from the project by the Consultant. If a sub-contractor fails to terminate said employee/independent contractor, the Consultant shall terminate its agreement with the subcontractor. If the Consultant fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

(c) Criminal Acts. Employment on the project by the Consultant, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Consultant agrees to take all steps necessary to remove such person from the project and the property. Owner shall have the right to terminate this Agreement if the Consultant does not comply with this provision.

(d) Sexual Predators/Sexual Offenders. In order to insure that no sexual predators or sexual offenders are working on the project site, Consultant shall perform a query of all its employees/independent contractors working at the project site, and require all of its sub-contractors to perform a query of their employees/independent contractors working at the project site, against the Florida Department of Law Enforcement Sexual Predator/Offender Registry (www.fdle.state.fl.us). Any person who is on the Sexual Predator/Offender Registry shall not be allowed on the project, and Consultant shall immediately remove such person from the project and the property. Consultant shall, upon request by the Owner, provide evidence that such queries have been done on all personnel working at the project site. Owner shall have the right to terminate this Agreement if the Consultant, or any sub-contractor, does not comply with this provision.

(e) Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Consultant's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on the Owner's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the Owner's property, said employee/independent contractor shall be removed and terminated from the project by the Consultant. If a sub-contractor fails to terminate said employee/independent contractor, the Consultant shall terminate its agreement with the subcontractor for the project shall be terminated. If the Consultant fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner.

(f) Background Screening Requirements. Consultant agrees that before any of its employees, agents or sub-consultants will be permitted on school grounds while students are present, such employees, agents or sub-consultants will be fingerprinted and have their backgrounds checked. Consultant will ensure that fingerprinting and background checks have been

conducted for its employees, agents and sub-consultants. The Owner has the right to refuse entry onto any school grounds to any individual whose background check does not meet the requirements established by the Owner pursuant to Florida law.

1.4 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

1.5 Nothing contained in this Agreement shall be interpreted or construed to mean that the Owner waives its common law sovereign immunity or the limits of liability set forth in Florida Statutes.

ARTICLE 2

SCOPE OF CONSULTANT'S SERVICES

2.1 Consultant shall diligently and in a timely manner perform professional consulting services for design, plans and specifications for the minor projects approved in the Facilities Five Year Work Plan, Educational Plant Survey or on a future (SPOT) Educational Plant Survey which the Owner may, but is under no obligation to, assign to Consultant from time to time. (the "Project"). The initial Projects consist of:

Project 1: Remodel Science Technology Building 11 at Branford High School to create additional classrooms; and

Project 2: Remodel entrances to Branford Elementary School and Suwannee Elementary School.

Future Projects may be assigned to Consultant in Owner's sole and absolute discretion.

2.2 Upon the assignment of a Project by Owner to the Consultant, the Consultant will confer with the Owner's representative to determine and define the Owner's requirements and the Consultant's responsibility for the Project. As soon as practicable after the date of this Agreement, the Consultant shall submit for the Owner's approval a proposal for the Consultant's work on the Project (the "Consultant's Proposal"). The Consultant's Proposal shall include a detailed description of the scope of work, a total price for the work based on the attached fee schedule (Exhibit "A") and, if requested, a completion schedule.

2.3 The services of the Consultant may involve design preparation and/or review, inspections, consultations, and recommendations as may be appropriate. As work progresses, and upon completing the professional consulting services at various stages of each project, the Consultant will promptly make written reports of his findings describing the project, work performed and results of such work, together with any pertinent observations that should be brought to the attention of the Owner. Unless otherwise agreed between the parties, the Consultant will furnish one electronic submission of such reports which will be e-mailed directly to the Owner's designated representative, and, when required, one signed and sealed original which shall be delivered to the Owner's designated representative. All reports will become the exclusive property of the Owner and may be used as the Owner determines.

Consultant shall assist in preparing any documents, information, presentations or research that is needed to make funding application for Florida Statute § 1013.75 cooperative funding of career center facilities.

Design must meet all Current State Requirements for Educational Facilities (SREF) and associated codes and statutes and shall include the usual and customary structural, mechanical, and electrical engineering services.

2.4 If the Owner accepts the Consultant's Proposal, the Owner shall issue a purchase order for the work. The Consultant's Proposal, the purchase order, and this Agreement shall then govern the relationship between the parties as to the Project.

ARTICLE 3

FAMILIARITY AND COMPLIANCE WITH GOVERNMENTAL LAWS & REQUIREMENTS

3.1 The Consultant shall be familiar with and comply with applicable state laws, statutes, building codes, rules and regulations and lawful orders of governmental, public and quasi-public authorities and agencies having jurisdiction over the Project or in any way affecting the architectural services.

3.2 The Consultant shall be familiar with and comply with Federal laws, rules and regulations that may in any way affect the Work, including but not limited to the following:

(a) U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7);

(b) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq.;

(c) Federal Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.;

(d) Title VI of the Civil Right Act of 1975;

(e) Executive Order 11246, as amended by Executive Orders 11375 and 12086, related to discrimination;

(f) Americans with Disabilities Act;

(g) Anti-Kickback Act of 1986, 41 U.S.C. Section 51 ;

(h) The Hatch Act, 18 U.S.C. 594, 598, 600-605;

(i) Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6;

(j) Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex;

(k) Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94;

(l) Public Health Service Act of 1912, 42 U.S.C. 290dd-3 and 290ee-3;

(m) Lead-Based Paint Poison Prevention Act

(n) Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.

(o) Clean Air Act of 1955,42 U.S.C. 7401-7642

(p) Clean Water Act of 1977

(q) Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e);

(r) Records Retention, 34 C.F.R.

3.3 When required, all work done by the Consultant will be signed and sealed by the appropriate professional registered in the State of Florida.

ARTICLE 4

OWNER'S DESIGNATED REPRESENATIVE

4.1 The Owner shall designate a representative to act in its behalf for the Project. This representative, or his/her designee, monitor the progress of the Project, serve as liaison with the Consultant, receive and process communications and paperwork, examine and approve invoices, reports, estimates, proposals or other documents presented by the Consultant, and represent the Owner in the day-to-day conduct of the Project. The Consultant will be notified in writing of the representative and of his/her designee or any changes thereto.

ARTICLE 5

PAYMENTS TO CONSULTANT

5.1 The Owner agrees to pay the Consultant for owner approved work completed and reported by the Consultant in accordance with the fee schedule attached hereto as Exhibit "A".

5.2 For each phase of the Project, Consultant agrees to submit an invoice covering the work completed and reported with detail satisfactory to the Owner describing the work performed during the applicable period. Owner agrees to pay said invoices within fifteen (15) days of approval. Consultant agrees that such invoices shall be submitted on a monthly basis.

ARTICLE 6

DISPUTE RESOLUTION

6.1 All claims, disputes and other matters in question between the Consultant and Owner arising out of or relating to this Agreement shall be resolved by mediation or litigation in the Circuit or County Court in and for Suwannee County, Florida. Any reference to arbitration in any other document is deemed void.

6.2 Unless a delay in initiating or prosecuting a claim, dispute or other matter in question between the Consultant and Owner arising out of or relating to this Agreement would irrevocably prejudice the Owner or the Consultant, any such matter which is not resolved by direct discussions between the parties shall be submitted to mediation in accordance with Florida Statutes Chapter 44, the applicable Florida Rules of Civil Procedure or such other rules as the parties may promptly agree to employ, before recourse to litigation. The Owner and the Consultant shall, within ten (10) days of the request of either party for mediation, agree in writing as to the identity of the mediator. If the parties do not agree, the Chief Financial Officer for the Owner shall designate a mediator from the list of approved mediators for the Judicial Circuit in and for Suwannee County, Florida.

6.3 The parties agree to conduct and conclude mediation proceedings under this Article within thirty (30) days from the initiation of same by request of one of the parties. In the event that such proceedings

have not been successfully concluded with such period, either party shall have the right to initiate further dispute resolution proceedings including litigation.

6.4 Provided the parties comply with the requirement of this Agreement for providing notice of the existence of a claim or dispute, no delay in disposing of such claim or dispute while the parties pursue resolution as provided in this Article shall prejudice the rights of either party; however, nothing contained in this Article shall be deemed to relax any requirement for the giving of notice between the parties.

ARTICLE 7

INSURANCE

7.1 The Consultant will secure and maintain the following insurance with coverage limits set forth below for the duration of this Agreement:

Professional Liability: $1,000,000.00

General Liability: $1,000,000.00

Motor Vehicle Liability: $1,000,000.00

Worker's Compensation: As required by statute

7.2 Within ten (10) days after execution of this Agreement, the Consultant will furnish the Owner with a Certificate of Insurance demonstrating compliance with the foregoing and containing a provision that the coverage afforded under the policies will not be cancelled until not less than thirty (30) days' prior written notice has been given to the Owner.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Consultant agrees to indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. Pursuant to Florida Statute § 725.06, the monetary limit on the indemnification provided herein is $1 million per occurrence.

8.2 The Owner and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.

8.3 This Agreement shall be governed by the laws of the State of Florida. Sole and the exclusive venue of any action brought under or arising from this Agreement shall be in the Circuit or County Court in and for Suwannee County, Florida.

8.4 The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation individual or firm (other than a bona fide employee working solely for the Consultant) any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from the award or making of this Agreement.

8.5 As required by, Florida Statutes §288.058, this Agreement may be unilaterally canceled by the Owner for refusal by the Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the Consultant in conjunction with the Agreement.

8.6 This Agreement together with any Consultant's Proposal and associated purchase order issued by the Owner shall constitute the entire agreement between the Owner and the Consultant as to the scope of services contemplated by this Agreement and shall supersede all prior negotiations, representations or agreements.

8.7 It is expressly acknowledged that the Consultant is an independent Contractor and as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any agreement or in any other manner.

8.8 In the event either party is required to commence any litigation to enforce the term of this Agreement, or a purchase order issued in accordance with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees incurred in such action, including for trial and appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUWANNEE COUNTY SCHOOL DISTRICT

BY: _____
Jerry Scarborough, Superintendent

BY: _____
Ed daSilva, Board Chairman

CLEMONS, RUTHERFORD & ASSOCIATES, INC.

BY: _____
William D. Rutherford, AIA

Exhibit 'A'

2016 HOURLY RATES*

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge $225.00
Project Manager/Architect 165.00
Project Designer 145.00
Project Interior Designer 140.00
Construction Administrator 125.00
Plans Review and Inspection.....130.00
Estimator 115.00
Specification Writer 100.00
BIM / 3D Drafting: 100.00
Drafting: Senior 90.00
Junior 70.00
Clerical/Support Services 70.00
*Rates adjusted annually January 1st of each year.

FEE STRUCTURE

Fee(s) and scope for specific projects shall be documented in a Work Order that shall be approved in writing by both the Owner and Consultant. Scope of services, including scope reasonably expected to be required, shall be clearly listed and fee required to provide and complete the scope of services including expenses shall be included in the Work Order.

Unless agreed to otherwise in the Work Order, fees shall be Lump Sum or hourly with a Not to Exceed limit. Architectural services performed by the Consultant shall be billed at hourly rates shown in Exhibit A. Services performed by Sub-Consultants on behalf of the Consultant shall be billed at Cost to the Consultant plus 10%. Expenses, including but not limited to travel, printing, and shipping shall be billed at Cost to Consultant plus 10%.

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
JULIE ULMER
DISTRICT 3
ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Elizabeth Simpson, Director of Student Services ES/ro

THRU: Bill Brothers, Director of Human Resources
Vickie DePratter, Chief Financial Officer
Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE: April 6, 2016

RE: Agenda Item for April 12, 2016, Special Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to freeze one School Psychologist position.

BACKGROUND:

Due to on-going difficulty with recruitment and retention of school psychologists, as well as the continued need for school supports related to the Multi-Tiered System of Support (MTSS)/Response to Intervention (RTI) process, it is believed that replacing one school psychologist with two (2) teachers on special assignment will more effectively and efficiently meet the needs of our schools. This plan will result in an initial cost savings for the district as the teacher on special assignment position(s) will be requested and funded through the TIF Grant for the 2016-2017 school year. After the 2016-2017 school year, estimated savings of one (1) psychologist position would be $65,194, while the cost of the additional two (2) teachers on special assignment would be approximately $123,128, a difference of $57,934.

ES/ro

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DISTRICT 5
LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

DATE: April 8, 2016

RE: Personnel Changes List for April 12, 2016, Special Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.

SUWANNEE COUNTY SCHOOL BOARD
Personnel Changes
April 12, 2016

TO: District School Board of Suwannee County
FROM: _____
Jerry A. Scarborough, Superintendent

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

RECOMMENDATIONS 2016-2017 SCHOOL YEAR

ADMINISTRATIVE:

SCHOOL ADMINISTRATORS:

	TERM:
Branford Elementary School:	
Jennifer Barrs, Principal	12
Stephanie Busch, Assistant Principal	12
Branford High School:	
Jimmy Wilkerson, Principal	12
Katrina Walker-Bius, Assistant Principal	12
Suwannee Elementary School	
Amy Boggus, Principal	12
Laura Williams, Assistant Principal	12
RIVEROAK Technical College	
J. Walter Boatright, Jr., Principal	12
Suwannee High School:	
Malcolm Hines, Principal	12
Tamara Boggus, Assistant Principal	12
Gary Caldwell, Assistant Principal	12
Angelia Stuckey, Assistant Principal	10
Suwannee Intermediate School:	
James B. Simpson, Principal	12
Amanda Brown, Assistant Principal	12

Suwannee Middle School:

Jerry Jolicouer, Principal	12
Keri Bean, Assistant Principal	12
Kimberly Jennings, Assistant Principal	12

Suwannee Primary School:

Marsh Tedder, Principal	12
Lisa Garrison, Assistant Principal	12

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee Middle School:
Karen Braun, teacher, effective August 9, 2016
REPLACES: Linard Johnson

TRANSFERS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Chad Bonds	SIS / Teacher	SMS / Teacher	J. McCullers	08/09/2016
Jimmy McCullers	SMS / Teacher	SIS / Teacher	C. Bonds	08/09/2016
Jenna Garrett	SMS / Teacher	BHS/ Teacher	M. Tyler	08/09/2016

End of List
2016-2017
School Year