SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
August 22, 2023

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Springcrest Elementary

Special Recognition by the Superintendent

- Introduction of Student Ambassadors for the 2023-2024 School Year

Branford High School
Ainsley Irby

Suwannee High School
Audrey Lord

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

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

The Superintendent recommends approval to adopt the Agenda.

CONSENT AGENDA

The Superintendent recommends approval of the Consent Agenda.

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

1. The Superintendent recommends approval of the following Minutes: **(pgs. 6-34)**

July 11, 2023	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearings (Private)
July 12, 2023	- Joint Workshop Session
July 24, 2023	- Special Meeting (Advertise tentative Millage Rates and tentative Budget for 2023-2024)
July 25, 2023	- Regular Meeting
July 31, 2023	- Public Hearing (Adopt the tentative Millage Rates and tentative Budget for 2023-2024)

2. The Superintendent recommends approval of the monthly financial statement for July 2023.

3. The Superintendent presents the following bills for the period July 1-31, 2023:

General Checking Account	
General Fund 1000	$ 1,441,952.68
LCI Fund 3200	193,063.53
Other Capital Projects 3910	42,349.33
Food Service Fund 4100	38,798.76
Federal Fund 4200	32,787.74
Other Cares Act Relief Fund 4420	30,000.75
ESSER III - ARP 4450	163,820.08
SELF INS - 7110	172.37
	$ 1,942,945.24
Payroll Checking Account	
General Fund 1000	$ 1,214,548.03
Food Service Fund 4100	37,366.39
Federal Fund 4200	154,044.37
ESSER II Fund 4430	4,015.59
ESSER III - ARP 4450	87,872.95
	$ 1,497,847.33
Total	$ 3,440,792.57

4. The Superintendent recommends approval of the following budget amendment(s) for fiscal year 2023-2024:

General	LCIF	Special Revenues
I-1	III-1	IV-1/ESSER
		IV-1/ESSER III
		IV-1/Federal
		IV-1/Food Service

5. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-56	Employee Protection Line® Subscriber Agreement between Suwannee County School Board and in2vate, llc to provide access to the Employee Protection Line Service (*Renewal/Revised*) **(pgs. 35-44)**
#2024-57	Suwannee County School Board Professional Services Agreement between Suwannee County School Board and Catapult Learning, LLC (*Renewal/Revised*) **(pgs. 45-66)**

6. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Raven	Bozeman	Suwannee	Hamilton	PK
Morgan	Giebeig	Suwannee	Columbia	9
Jaxon	Jones	Suwannee	Columbia	11
Michael	Fry	Suwannee	Hamilton	K
Lucrezia	Rimbert	Suwannee	Columbia	K
Kaley	Shi	Suwannee	Hamilton	4

7. Human Resources Transactions **(pgs. 67-80)**

REGULAR AGENDA

1. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (NEW) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-58	Suwannee County School Board Professional/Technical Services Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Michael Creech, to provide nursing clinical and training consulting services (*New*) **(pgs. 81-93)**
#2024-60	2023-2024 Career Dual Enrollment Articulation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Hart 2 Hart Christian Academy (*New*) **(pgs. 94-102)**
#2024-61	Amendment to Dual Enrollment Articulation Agreement between the School Board of Suwannee County and the District Board of Trustees of Santa Fe College, Florida, previously approved on August 25, 2015 (*New*) **(pgs. 103-110)**

2. The Superintendent recommends approval of the following revised forms:

#5100-086	SCSD ELL-Parent Notification of ELL Committee Meeting (English and Spanish) (*Revised*) **(pg. 111)**
#5100-088	SCSD ELL-Parent Notification of Program Ineligibility (English and Spanish) (*Revised*) **(pg. 112)**
#5100-089	SCSD ELL-Parent Notification of Late ESOL Screening (English and Spanish) (*Revised*) **(pg. 113)**
#5100-090	SCSD ELL-Parent Notification of Program Exit (English and Spanish) (*Revised*) **(pgs. 114-115)**

3. The Superintendent recommends authorizing Ethan Butts, Director of Facilities, to commence collaboration with Suwannee County officials to construct an exit drive extension to the south end of the Suwannee Middle School parking lot.

4. Comments from Student Ambassadors

5. Legal Counsel's Report

6. Superintendent's Report

7. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 11, 2023

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White (arrived at 9:02 a.m.), along with Superintendent Ted Roush, Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Tammy Boggus, Bill Brothers (arrived at 9:18 a.m.), Lisa Garbett, Ronnie Gray, Angel Hill, Malcolm Hines (arrived at 9:04 a.m.), Elizabeth Johnston, Angie Stuckey, Kelly Waters, Jimmy Wilkerson (arrived at 9:04 a.m.), Josh Williams, and Laura Williams. UTSC representatives Synthia Schnaudigel and Robin Garbett were also present.

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

Suwannee Education Foundation Update ..... Lori Evans

In Ms. Evans' absence, Mr. Roush provided background information and advised the presentation may be rescheduled.

Student Services Department Update..... Kelly Waters/
Elizabeth Johnston

- Various Forms **(pgs. 2-11)**

Ms. Waters and Ms. Johnston provided information regarding DOE requirements and reviewed the following forms:

#5200-064 SCSD Physician's Statement (*Revised*)
#5200-071 SCSD Student Services Office Hospital/Homebound Program Request Packet (*New*)

Mr. Dietzen stated that any reference to "Suwannee County School District" on forms should be replaced with "Suwannee County School Board," due to the fact that for litigation purposes, the School Board is the entity that can be sued; not the District. Therefore, the title at the top of page 23 of the agenda packet, which is a part of Form #5200-071, needs to be changed from "Suwannee County School District" to "Suwannee County School Board." Mr. Taylor pointed out that the signature portions of the forms need to be tweaked for clarification purposes.

Ms. Waters provided information regarding the District Mental Health Assistance Allocation Plan, which will be considered for approval at the July 25 Board meeting.

Superintendent Update ..... Ted Roush

Mr. Roush provided the following updates/information:

- Welcomed Tammy Boggus as the Director of Curriculum and Instruction as of July 1, 2023.
- At Mr. Roush's request, Mr. Hines provided an update on the Food Service Department/cafeterias and the Sodexo contract; he included an update on staffing and advised no one has lost their job. He stated that Sodexo will host a time for sampling some foods that will be served to students; the event will be held at Suwannee Pineview Elementary from 5:00 – 6:00 p.m. on July 25. Mr. Hines encouraged Board members and any interested staff to attend. Principal Laura Williams also addressed the Board regarding possible expansion of the SMS cafeteria into the multi-purpose room.
- At Mr. Roush's request, Mr. Gray provided an update on upcoming DOE protocol regarding school safety matters, as it relates to threat assessments/management.
- Information regarding assessments and school improvement plans will be coming in August.
- Information regarding new school start times has been distributed to media, posted on the District website, etc.; appreciates the Board's support.
- The property formerly occupied by Crystal Tractor on U.S. 129 is officially on the market. Because of its proximity to the District Office, the consensus of the Board was for the Superintendent to have a conversation with the property owner regarding purchase; at least the portion the School Board sold to them.
- Working on a time of recognition for the efforts of legislators and Karin Hoffman of Key Innovative Solutions regarding legislative funding of RTC building expansion; will keep the Board advised.

- Reminded Board members of the joint workshop with the Board of County Commissioners tomorrow evening at 5:30 p.m. He then deferred to Mr. Dietzen, who briefed the Board on how the workshop will be conducted.

Mr. Taylor stated he is interested in an update regarding projects in the District that are funded through ESSER and ARP funds. Mr. Roush responded that this information is forthcoming.

Mr. White stated he is interested in an update regarding the funding recently approved by the legislature for the RTC building expansion.

Mr. Taylor announced that Mr. Roush was recently named the Outstanding Superintendent of the Year by the Florida Association for Career and Technical Education (FACTE), and Stacy Young was named Outstanding Teacher of the Year. On Wednesday, July 19, at 10:00 a.m., there will be a brunch recognizing Mr. Roush and Ms. Young at the Renaissance Orlando at SeaWorld. Anyone wishing to attend needs to contact Mary Keen for tickets.

The workshop adjourned at 10:32 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 11, 2023

MINUTES

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

Chairman Taylor called the meeting to order at 10:44 a.m.

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

1. MOTION by Mr. White, second by Mr. daSilva, for approval of the following curriculum item:

   a. Extension of the Branford High School summer program driver's education classes through July 20, 2023, due to increased enrollment.

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements for the 2023-2024 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen)

   #2024-39 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tammy Cunningham to provide healthcare clinical and training consulting services for postsecondary career certificate programs (*New*) **(pgs. 3-15)**

#2024-46 Addendum to Contract #2024-40 North East Florida Educational Consortium (NEFEC) 2022-2023 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC, which was previously approved on June 29, 2023. The agreement includes the following programs: (*Renewal*) **(pgs. 16-17)**

- NEFEC Resolution
- NEFEC Main Contract #731-24-051
- NEFEC Instructional Services Program (ISP), Attachment #24-051-A1 to Contract #731-24-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #24-051-A6 to Contract #731-24-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #24-051-A27 to Contract #731-24-051 (Director of Facilities, Designee)
- NEFEC Human Resources Management Network Services and Related Support Services, Attachment #24-051-A43 to Contract #731-24-051 (Director of Human Resources, Designee)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following forms, along with the changes discussed in the previous workshop session:

#5200-064 SCSD Physician's Statement (*Revised*) **(pgs. 18)**
#5200-071 SCSD Student Services Office Hospital/Homebound Program Request Packet (*New*) **(pgs. 19-26)**

MOTION CARRIED UNANIMOUSLY

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

   a. **Case #2223-44**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   b. **Case #2223-45:** The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Crawford, second by Mr. White, for approval of the following Human Resources Transactions listed below: **(pg. 27-28)**
   MOTION CARRIED UNANIMOUSLY

RECOMMENDATIONS: SUMMER TERM 2022-2023:

MISCELLANEOUS:

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

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

Approval for Food Service workers to work 3 additional days for transitioning to Sodexo

Approval to extend the Driver's Education Program at Branford High School from June 30, 2023 through July 20, 2023 due to increased enrollment

End of Summer Term List
2022-2023
School Year

Mr. Taylor stated he shared our agenda format with Andrea Messina, CEO for FSBA. She will have a member of her staff review and provide feedback or suggestions as to how to improve the existing format.

The meeting adjourned at 11:01 a.m.

JOINT WORKSHOP SESSION
SUWANNEE COUNTY SCHOOL BOARD AND SUWANNEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: July 12, 2023
TIME: 5:30 p.m.

MINUTES

The Suwannee County School Board met in Joint Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White (arrived at 5:36 p.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Tammy Boggus, Ronnie Gray (arrived at 5:36 p.m.), Malcolm Hines, Angie Stuckey, and Josh Williams. School Resource Officers Brad Mincks and Lee Willis were present. Suwannee County Board of County Commissioners: Don Hale, Travis Land, Leo Mobley, Maurice Perkins, and Franklin White; Mandy Frederickson, County Commission Administrative Manager; Ricky Gamble, Suwannee County Property Appraiser (arrived at approximately 6:00 p.m.); Eddie Hand, Suwannee County Fire Chief; Adam Morrison, County Attorney; Eric Musgrove, County Commission Clerk; Greg Scott, County Administrator; Logan Wood, County Commission Clerk; Tommie Jefferson, Live Oak City Council Member; Jeff Grosholz with Rumberger, Kirk, and Caldwell; Kurt Spitzer of Kurt Spitzer and Associates, Inc.; UTSC representatives Synthia Schnaudigel and Robin Garbett; Media representatives; and members of the community.

Chairman Taylor called the meeting to order at 5:30 p.m.

Redistricting .....Counsel for School Board/
Board of County Commissioners

Mr. Dietzen introduced Mr. Spitzer, who provided a Powerpoint presentation regarding U.S. census data, Florida constitution obligations, and the issue of redistricting.

Mr. Spitzer answered questions from members of the Board of County Commissioners and School Board.

Members of the audience asked questions and commented.

In response, Mr. Spitzer explained that the U.S. Census numbers indicate that the African American population is currently 36 percent in District 2; that particular demographic has not shown as much growth as the county's overall population.

Mr. Dietzen, Mr. Grosholz, Mr. Morrison, and Mr. Spitzer responded to questions and provided information and comments. They discussed the constitutional obligations of the Board of County Commissioners and School Board. It was explained that the goal is to try to maintain an even population in each district. Current district lines are out of kilter, and governmental entities are at risk for a lawsuit if this matter is not addressed and corrected; one person, one vote is preeminent. They advised the time to bring all districts in the county into compliance is now, in order to avoid the possibility of a federal judge redrawing district lines.

Mr. Spitzer provided a Powerpoint presentation of four draft maps (Alternative 1, Alternative 2, Alternative 2A, and Alternative 3) that depict options for proposed district boundaries. These maps, along with a map showing current districts, were also displayed in the Board room.

Members of the Board of County Commissioners expressed interest in seeing how the districts relate to major road boundaries. Mr. Morrison advised he should be able to accommodate this request.

Mr. Roush stated he recommended Alternative Map 3 to the School Board.

Following discussion and comments from members of the Board of County Commissioners and School Board, the consensus was that Alternative Map 3 is the best option, since the data shows District 2 on Alternative Map 3 contains the greatest percentage (32 percent) of the African American population than any of the other maps. There was further discussion about Mr. Spitzer tweaking Alternative Map 3 to bring additional African Americans into District 2, if possible.

The workshop was adjourned at 8:01 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 24, 2023

MINUTES

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

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

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

1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to advertise the tentative Millage Rates and tentative Budget for the 2023-2024 school year.

The meeting adjourned at 6:02 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 25, 2023

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, Ed daSilva, and Ronald White (arrived at 6:03 p.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

District School Resource Officer Lee Willis and UTSC President Misty Ward were also present.

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

Student remarks and pledge to the flag by Suwannee Virtual School

Special Recognition by the Superintendent

- Amy Bullock - Girls Cross Country Coach of the Year for District 1, Region 1, Class 2A
  - Lake City Reporter

- Brian Bullock - Boys Cross Country Coach of the Year for District 1, Region 1, Class 2A
  - Lake City Reporter

- Erin Clark - Girls Track Coach of the Year for District 5, Region 2, Class 1A
  - Lake City Reporter

- Tim Clark - Boys Track Coach of the Year for District 5, Region 2, Class 1A
  - Lake City Reporter

- Kyler Hall – Football Coach of the Year for District 4, Region 1, Class 2S
  - Florida Athletic Coaches Association
  - Riverbend News

- Dan Marsee – Election into Florida Coaches Association Hall of Fame
  - Boys Weightlifting Coach of the Year for District 5, Region 2, Class 1A
    - Florida Dairy Farmers
    - Lake City Reporter

- Oscar Saavedra – Girls Softball Coach of the Year for District 6, Region 3, Class 1A
  - Lake City Reporter
  - Riverbend News

- Brittney Shearer – Girls Weightlifting Coach of the Year for District 4, Region 1, Class 1A
  - Florida Dairy Farmers
  - Lake City Reporter

- Mendy Sikes – Girls Volleyball Coach of the Year for District 6, Region 3, Class 1A
  - Lake City Reporter
  - Riverbend News

- John Wainwright – Wrestling Coach of the Year for District 2, Region 1, Class 1A
  - Lake City Reporter

The meeting recessed at 6:18 p.m. and resumed at 6:23 p.m.

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.)

There was none.

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

MOTION by Mr. Crawford, second by Mr. daSilva, 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. 7-37)

June 13, 2023	- Workshop Session
	- Special Meeting
June 29, 2023	- Public Hearings
	Regular Meeting

2. Approval of the monthly financial statement for June 2023.

3. The following bills for the period June 1-30, 2023:

General Checking Account		
General Fund 1000	$	794,694.65
LCI Fund 3200		163,804.40
Food Service Fund 4100		605,839.99
Federal Fund 4200		260,782.26
Other Cares Act Relief Fund 4420		36,441.91
ESSER II Fund 4430		1,007.65
ESSER III - ARP 4450		673,853.76
OTHER ARP ACT RELIEF 4460		10,396.71
SELF INS - 7110		413.94
	$	2,547,235.27

Payroll Checking Account		
General Fund 1000	$	5,010,256.90
Food Service Fund 4100		196,273.77
Federal Fund 4200		601,094.16

Other Cares Act Relief Fund 4420		3,924.86
ESSER II Fund 4430		50,065.01
ESSER III - ARP 4450		125,864.96
OTHER ARP ACT RELIEF 4460		14,210.23
	$	6,001,689.89
Total	$	8,548,925.16

4. Approval of the following budget amendment(s) for fiscal year 2023-2024:

General	LCIF	Special Revenues
I-12	III-12	IV-7/ARP
		IV-5/ESSER II
		IV-8/ESSER III
		IV-11/Federal
		IV-10/Food Service
		IV-10/Other Cares

5. Approval of the following contracts/agreements for the 2023-2024 school year: (RENEWAL) (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

#2024-44	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Suwannee River Ridge Technical High School, LLC to provide learning facilitation services for Suwannee County School District students in need of a hybrid enrollment option (*Renewal/Revised*) **(pgs. 38-63)**
#2024-49	Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) **(pgs. 64-70)**

6. Approval of the following change to be made to the purchasing card issued through First Federal Bank of Florida:

   a. Issue a new card for Deidre McManaway, Branford Elementary Principal, in the amount of $5,000

7. Approval to accept the following donated items:

Site	Item	Donor
BHS (Hotel Accommodations for Girls Softball State Play-offs)	Cash Donation ($7,500)	Pilgrim's Pride Corporation

8. Approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kostin	Bowles	Suwannee	Columbia	K
Layla	Bowles	Suwannee	Columbia	6
Madelyn	Bowles	Suwannee	Columbia	2
Olivia	Cauley	Suwannee	Columbia	5
Karsyn	Frierson	Suwannee	Lafayette	K
Tate	Hill	Suwannee	Madison	PK
Maverick	Lambert	Suwannee	Lafayette	PK
Lolliegh	Law	Suwannee	Gilchrist	PK
Magdalene	O'Quinn	Suwannee	Columbia	6
Waylon	Richard	Suwannee	Lafayette	11
Jayden-Aleigh	Ross	Suwannee	Lafayette	3
Trinity	Ross	Suwannee	Columbia	K
Kolton	Suggs	Suwannee	Hamilton	K
Brody	White	Suwannee	Columbia	6
Gatlyn	White	Suwannee	Columbia	K

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Auree	Phillips	BES	SRE	3
Oaklee	Phillips	BHS	SRE	6
Roree	Phillips	BES	SRE	1
Zebree	Phillips	BES	SRE	5

9. Human Resources Transactions **(pgs. 71-79)**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

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

Transportation:
Nisa Carlisle, Bus Driver, effective May 11, 2023 (2.25 hours), May 12, 2023 (4.5 hours), May 16, 2023 (4.5 hours), May 17, 2023 (4.5 hours), May 18, 2023 (4.5 hours) and May 19, 2023 (4.5 hours) for a total of 24.75 hours

End of List
2022-2023
School Year

RECOMMENDATIONS: SUMMER TERM 2022-2023:

Approval for the following to work with the 3rd Grade Reading Camp:

Tamara Felton
Jacqueline Glover
Tralene Sasso
Wynette Sumner

Approval for Janora Crow to work at RIVEROAK Technical College from July 5, 2023 through July 31, 2023 not to exceed 75 hours, Grant Funded

Approval for the following to work up to 8 hours for Pre-K Registration/Enrollment from July 31, 2023 through August 2, 2023

Alexis Cannon Suwannee Pineview Elementary
Amaris Chapman Branford Elementary School
Amy Garland Suwannee Springcrest Elementary
Erika Hodge Suwannee Pineview Elementary

Approval for the following to work Summer School as Out of Field Teachers:

Angela Hester	Suwannee High School	English 1, English 2, and English 3
Patrick Jernigan	Suwannee Virtual School	Hope
Janet Stewart	Branford High School	M/J Language Arts 1, 2 and 3
		M/J US History
		M/J World History
		M/J Comprehensive Science 2
		M/J Civics
		Environmental Science
		World History
		Geometry
		English 1
		US History
		Algebra 2
		Economic with Financial Literacy
		Hope

End of Summer Term List
2022-2023
School Year

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Suzanne Hewett, Teacher, effective August 3, 2023
REPLACES: Sabrina Harrell

Samantha Torrese, Teacher, effective August 3, 2023
REPLACES: Caron Heffner

Branford High School:
Eddie Brown, Teacher, effective August 3, 2023
REPLACES: Tommy Taylor

Lindsey Jones, Teacher, effective August 3, 2023
REPLACES: Lawanna Gaylard

Taylor Gebo, Teacher, effective August 3, 2023
REPLACES: Ryan Huesman

Olivia Henderson, Guidance Counselor, effective July 24, 2023
REPLACES: Abby Warren

Christian Lane, Teacher, effective August 3, 2023
REPLACES: Darryl Cannon

Benjamin Walker, Teacher, effective August 3, 2023
REPLACES: Denise Stewart

Eli Stewart, Teacher (Substitute), effective August 3, 2023
REPLACES: Lisa Taber

Katherine Parish, Teacher, effective August 3, 2023
REPLACES: Judy Naranjo

RIVEROAK Technical College:
Jenny Benson, Teacher, effective July 24, 2023
REPLACES: Camille Coggburn

Janora Crow, Teacher, effective July 5, 2023
New Position

Mary Vickers, Teacher, effective July 3, 2023 *(Amended from the May 23, 2023 Agenda)*
REPLACES: Traci West

Suwannee High School:
Chelsey Chaney, Teacher, effective August 3, 2023
REPLACES: Leanna Beartree

Terry Fillyaw, Teacher, effective August 3, 2023
REPLACES: Theodore Frazier

Richard Phillips, Teacher, effective August 3, 2023
REPLACES: Deanna Burkett

Suwannee Middle School:
James Garland, Teacher, effective August 3, 2023
REPLACES: Joseph Gaddy

Marjerian Lewis, Dean, effective August 3, 2023
REPLACES: Bridget McLaughlin

Erica Rimbert, Teacher, effective August 3, 2023
REPLACES: Lindsey Thomas

Heather Poole, Teacher, effective August 3, 2023
REPLACES: Allison Brown

Suwannee Opportunity School
Amber Bonk, Teacher, effective August 3, 2023
REPLACES: Mary Johnson

Sarah Swallows Carney, Teacher, effective August 3, 2023
REPLACES: Lori Mercer

Suwannee Pineview Elementary:
Ciana Hill, Teacher, effective August 3, 2023
REPLACES: Keeley Messer

Crystal Jones, Teacher, effective August 3, 2023
REPLACES: Mallory Jackson

Shannon McCormick, Teacher, effective August 3, 2023
REPLACES: Samantha Torres

Jennifer Smith, Teacher, effective August 3, 2023
REPLACES: Amy Williams

Lora Solangel, Teacher, effective August 3, 2023
REPLACES: Marjerian Lewis

Shannon Armes, Teacher, effective August 3, 2023
REPLACES: Crystal Davenport

Kelly Hollingsworth, Teacher, effective August 3, 2023
REPLACES: New Position

Katelyn Blong, Teacher, effective August 3, 2023
REPLACES: Taelyn Smith

Suwannee Riverside Elementary:
Amy Strawn, Teacher, effective August 3, 2023
REPLACES: Cara Peppers

Katherine Thompson, Teacher, effective August 3, 2023
REPLACES: Skyler Phillips

Hannah Wynn, Teacher, effective August 3, 2023
REPLACES: Lawanna Zimmermann

Jennifer Floyd, Teacher, effective August 3, 2023
REPLACES: Heather Voss

Kristen Register, Teacher, effective August 3, 2023
REPLACES: Janelle Miracle

Suwannee Springcrest Elementary:
Kendall Butts, Teacher, effective August 3, 2023
REPLACES: Lynda McInnis

Ashley Long, Teacher, effective August 3, 2023
REPLACES: Jenny McCook

Suwannee Virtual School:
Lawanna Gaylard, Teacher, effective August 3, 2023
REPLACES: Jeffry Boatright

Sandra Winburn, Teacher, effective August 3, 2023
REPLACES: Danielle Ovando

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
Travis Bass	Suwannee High School Teacher	Suwannee Middle School Teacher	August 3, 2023

RESIGNATION: INSTRUCTIONAL:

Suwannee High School:
Rebecca Futch, Nurse, effective July 12, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Amaris Chapman, Paraprofessional, effective August 3, 2023
REPLACES: Kelly Davidson

District Wide:
Briana Zonneyville, Paraprofessional, effective August 3, 2023
REPLACES: Briana Zonneyville

Graciela Resendiz, Paraprofessional, effective August 3, 2023
REPLACES: Graciela Resendiz

Suwannee High School:
Kendrick Carter, Paraprofessional, effective August 3, 2023
REPLACES: Joe Denton

Suwannee Middle School:
Cathy Reed, Food Service Monitor, effective August 3, 2023
REPLACES: Susan Kirby

Suwannee Pineview Elementary:
Alexis Cannon, Paraprofessional, effective August 3, 2023
REPLACES: Alexis Dalton Cashmore

Ethan Gill, Custodian, effective July 3, 2023
REPLACES: Bart Hill

Erika Hodge, Paraprofessional, effective August 3, 2023
REPLACES: Tanna Piedmonte

Shannon McCormick, Teacher, effective August 3, 2023
REPLACES: Samantha Torres

Natalia Morales, School Secretary, effective July 3, 2023
REPLACES: Lori Torres

Suwannee Riverside Elementary:
Jill Dover, Paraprofessional, effective August 3, 2023
REPLACES: Cinthia Luna

Mercedes Faircloth, Paraprofessional, effective August 3, 2023
REPLACES: Heather Corbin

Jessica Hill, Paraprofessional, effective August 3, 2023
REPLACES: Kimberley Ranck

Andrea Pacheco, Paraprofessional, effective August 3, 2023
REPLACES: Hannah Wynn

Suwannee Springcrest Elementary:
Amy Garland, Paraprofessional, effective August 3, 2023
REPLACES: Imani Lee

Transportation:
Dana Alexander Bus Driver, effective August 3, 2023
Wesley Cole Bus Driver, effective August 3, 2023
Avril Jenoir Bus Driver, effective August 3, 2023
Sonia Marks Bus Driver, effective August 3, 2023
Elwood Perry, Crossing Guard, effective August 3, 2023

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee High School:
Damien Rickett, Custodian, effective July 17, 2023

Alexandra Scoggins, Paraprofessional, effective July 13, 2023

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
Wanda Hawkins	Suwannee Pineview Elem. Paraprofessional	Suwannee Pineview Elem. Bilingual Paraprofessional	August 3, 2023

LEAVE OF ABSENCE: MATERNITY:

Suwannee Pineview Elementary:
Kayla Watson, Paraprofessional, effective August 3, 2023 through September 28, 2023
(With the option to return sooner if released by her doctor)

NON-INSTRUCTIONAL CONTRACTS (RENEWAL):
(Amended from the May 23, 2023 Agenda)

Employee	Position	Contract	Term
Annie Folsom	Assistant Manager	C	09
Edith Underwood	Assistant Manager	C	09

RIVEROAK Technical College Part Time/Hourly Employees:
July 1, 2023 through June 30, 2024

CAREER AND TECHNICAL EDUCATION
Kaley Dawson, Teacher (Part-Time Hourly), effective July 24, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Kyler Hall	Head Football Coach	Suwannee High School

MISCELLANEOUS:
Approval for the following to work as Food Service Monitors:

Branford High School
Laura Jaramillo
Cristina Jones
Janice Thompson

Suwannee Middle School
Kelly Bradow
Crystal Fernandez
Janie Mayo

Approval for the following to work as a Substitute School Nurse:

Lauren Avery
Bridget Dickerson

Approval for the following to receive the Civics Seal of Excellence Bonus:

Kirsten Boston
Patricia Brantley
Sherry Dean
Elisa Hall
Brian Metzger
Lisa Pennington
Ona Robertson
Stefani Santos
Jennifer Stevens
Matt Yancey

SUBSTITUTES:

Approval for the following to serve as a Substitute Bus Attendants:

Sierra Bozeman
Nicholas Lugo
Martha Martisek
Holly Sturdivant

VOLUNTEERS

July	BHS Ginger Harden	APT/Advisory, Classroom, Field Trips, Clubs, Band
July	BHS Jessica Nipper	APT/Advisory, Classroom, Field Trips, Clubs, Band
July	BHS America Pierce	Field Trips, Clubs, Band
July	BHS Kristen Shaw	Classroom, Field Trips, Clubs, Band
July	SHS Kendra Tucker	Volleyball

End of List
2023-2024
School Year

REGULAR AGENDA

1. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2023-2024.

   MOTION by Mr. daSilva, second by Mr. White, for approval of the following individuals to serve on the VAB for 2023-2024:

   - Norman Crawford – Sitting/Primary School Board Member
   - Tim Alcorn – Alternate School Board Member
   - Jenny Lloyd, with Haystack Farms – Sitting/Primary Citizen/Business Owner
   - Wesley Wainwright, with Wainwright Farms, Inc. – Alternate Citizen/ Business Owner

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. White, second by Mr. Crawford, for approval of the following contract/agreement for the 2023-2024 school year: (NEW) (Note: This contract has been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

   #2024-48 Addendum to ESS Southeast, LLC Substitute Staff Placement Agreement (Contract #2022-95) between ESS Southeast, LLC and the Suwannee County School District (*New*) **(pgs. 80-97)**

   MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following curriculum item:

   2023-2024 School Calendar (*Revised*) **(pgs. 98-101)**

   MOTION CARRIED UNANIMOUSLY

4. MOTION BY Mr. daSilva, second by Mr. Crawford, for approval for out-of-district travel for School Board members to attend conferences/meetings for the 2023-2024 school year, when the cost exceeds $500, for official school district business and complies with the rules of the State Board of Education. MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the Suwannee County School District Mental Health Assistance Allocation Plan for 2023-2024 (Note: A copy is available for review in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

6. Legal Counsel's Report – no legal matters to report. Mr. Dietzen complimented staff on keeping the District in good shape.

   Mr. White's question regarding acquisition of the Branford Woman's Club property was answered by Mr. Dietzen.

   Mr. daSilva asked about the status of the redistricting plan. Mr. Dietzen stated that as a result of the July 12 Joint Workshop, the consultant tweaked Alternative Map 3, creating Alternative Map 3A; the new map optimizes the population of African Americans in District 2. He stated the matter will be on the County Commission agenda in August, and thereafter the School Board may consider approval.

7. Superintendent's Report

   Mr. Roush provided the following updates/information:

   - Distributed proposed changes to the format of the agenda for regular meetings, as it relates to citizens addressing the Board and approval of the consent agenda. He deferred to Chairman Taylor, who explained the proposed changes and asked Board members to weigh in. The consensus from Board members was to follow through with the changes. Mr. Dietzen advised that Board policy allows for changes to the agenda format, if the Chairman and Superintendent agree, and it is not required to be formally approved by the School Board.
   - Reminded Board members of the public hearing on Monday, July 31, at 5:30 p.m. to adopt the tentative budget and millage.

- An update regarding student data and achievement results is planned for August.
- The State has made changes regarding school improvement plans; a Board workshop at 2:00 p.m. on August 22, 2023 for the purpose of schools presenting school improvement plans.
- Reminded Board members that the District's five-day work week resumes on July 31.
- An addendum to the current contract with Palms Medical Group is forthcoming. A prescription drug plan will be added for employees utilizing the Wellness Center. A list of several hundred drugs will be available at no cost from Palms Medical Group Pharmacy, as long as the drugs are prescribed by the Wellness Center, or by a provider to whom the employee has been referred. This is a joint effort involving Palms Medical Group and Acentria; an expected cost savings of $75,000 to $100,000 per year is expected. The District is also looking into using Palms Medical Group for workers compensation injuries.
- The Superintendent's Back-to-School Update will be released soon; it will include a welcome and information on the new foodservice platform.
- A video to educate employees regarding the new prescription drug plan is in the works.
- The 2023 Meet Your Teacher Schedule was distributed to Board members; the Back-to-School Bash will coincide with that.
- Working on bringing an update on ESSER and ARP projects, along with the Five Year Facilities Plan; tentatively scheduled for September.

Mr. White's questions regarding projects, ESSER, and ARP were answered by Mr. Butts and Mr. Roush.

Mr. Taylor's questions regarding fencing projects and single-point entry at RIVEROAK Technical College (RTC) were answered by Mr. Butts, Ms. Keen, and Mr. Roush. In response to Mr. Taylor's question regarding the RTC Healthcare Expansion Kick-off Celebration, Mr. Roush advised that the event will be held on Monday, August 7, at 2:00 p.m.

8. Issues and concerns Board members may wish to discuss

Mr. White advised there is a need to have communication with parents so they understand that although lunches are provided to students at no charge, this does not include "seconds." Mr. Roush responded.

Mr. daSilva shared that he was recently contacted by a parent trying to enroll their child in school. Through a computer gliche, the student's enrollment application was somehow kicked out of the system. He stated our employees go above and beyond and gave kudos to District employees and SRE Principal Marsha Tedder, who worked to remedy the situation.

Mr. Crawford expressed interest in the Board giving special recognition to the African American Development Council, stating that organization has given out $500,000 to $600,000 in student scolarships.

Mr. Taylor presented PowerPoint photos from the recent Florida Association for Career and Technical Education (FACTE) Awards Ceremony and shared that Mr. Roush was the recipient of the FACTE Outstanding Superintendent of the Year, and Stacy Young was recognized as the FACTE Outstanding Teacher of the Year in Community Service. Mr. Roush relayed his own, personal CTE story. Mr. Taylor expressed appreciation for the dedication of our District CTE Instructors. Mr. Roush thanked Mr. Taylor and those who were able to attend the awards ceremony to support him and career and technical education.

The meeting adjourned at 7:18 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 31, 2023

MINUTES

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

Chairman Taylor called the meeting to order at 5:30 p.m. for the purpose of adopting the Tentative Millage rates for the 2023-2024 school year and the Tentative Budget for 2023-2024.

The Tentative Millage rates set for the 2023-2024 school year are as follows:

Required Local Effort	=	3.232
Discretionary Operating	=	.748
Capital Outlay	=	1.500
Total	=	5.480

The Tentative Millage is more than the roll back rate by 9.24 percent.

The Required Local Effort is 3.232 mills and is set by the State. This is a decrease of .106 mills from the 2022-2023 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2022-2023.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2022-2023.

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

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

2) MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Tentative Millage rates for 2023-2024 as follows:

Required Local Effort	=	3.232

Basic Discretionary	=	.748
Capital Outlay	=	1.500

Ms. Brown responded to questions from Mr. Roush and Mr. White.

MOTION CARRIED UNANIMOUSLY

3) MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Tentative Budget for 2023-2024.

Mr. White's questions were answered by Mr. Roush and Ms. Brown.

MOTION CARRIED UNANIMOUSLY

The hearing adjourned at 5:38 p.m.

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

THIS AGREEMENT entered into by in2vate, llc ("in2vate") and Suwannee County School Board ("Subscriber").

In consideration of the mutual promises herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, in2vate and Subscriber agree as follows:

1. **Services Provided by in2vate**. in2vate agrees to grant Subscriber access to the Employee Protection Line® service. in2vate or its agents have described this service to Subscriber and shall be substantially the same as outlined on the in2vate website or other materials provided to Subscriber.

2. **Term**. The term of this Agreement shall begin on August 22, 2023 (referred to as the "Beginning Date"). Services to he provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information* and *Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, when due, the Annual Fee in effect at that time, service will be suspended.

3. **Annual Fee**. Subscriber agrees to pay in2vate $2.75 per employee, per annum, with a minimum fee of $750.00, with pricing based on the total number of employees for the Initial Term and all Renewal Terms of this Agreement. The Annual Fee payable for each Renewal Term may be changed at the sole discretion of in2vate, which shall give the Subscriber written notice of the revised Annual Fee no less than sixty (60) days prior to each Renewal Date. The Annual Fee for the Initial Term must be paid by the Subscriber in order to activate the services and will be non-refundable except as set forth in paragraph 2. The Annual Fee for each Renewal Term shall be due and payable no later than each Renewal Date.

4. **Changes in employee base during Term**. Any change in the number of employees of the Subscriber either an increase or decrease will not affect the annual fee until the following Renewal Date. Any employees added after the Beginning Date of the Term are covered under the current Subscriber Agreement. It is the responsibility of the Subscriber to verify the number of employees prior to the Renewal Date. This clause is applicable to Subscriber and its subsidiaries.

5. **Report Fee**. Subscription includes unlimited reports to the Employee Protection Line. However, if a report is received from an employee in a language other than English, Subscriber agrees to pay a translation fee for each such report.

6. **Information/Confidentiality**. Upon in2vate's request, Subscriber shall furnish all information reasonably necessary for in2vate to perform the services purchased. Such information may include, but not be limited to, handbooks, personnel manuals, and organizational charts. Delays in supplying information may delay in2vate's performance of tbis Agreement. Information furnished to in2vate, designated by Subscriber as confidential, will not be disclosed except as reasonably necessary to in2vate's performance of the services and with Subscriber's written permission. Furnished information shall be returned to Subscriber when it is no longer needed or when this Agreement terminates, whichever occurs first. Subscriber acknowledges information may be subject to production by subpoena or other formal legal process. in2vate hereby gives notice to Subscriber that all information provided to Subscriber by in2vate in the form of manuals, audio tapes, video tapes, handbooks, and publications, is to be considered proprietary to in2vate and none of such information shall be copied, distributed, or reproduced in any manner, whether or not distributed to third parties, without the express written consent of in2vate. In the event either party terminates this Agreement, such material shall be removed from Subscriber's facility and its employees by Subscriber and returned to in2vate. Subscriber also agrees to notify all parties that may have access to the Employee Protection Line of its termination of this Agreement. in2vate agrees not to disclose the substance of reports with a contact not listed by Subscriber unless Subscriber determines those reports discoverable through legal process or upon written permission.

7. **Nonexclusive Services**. Subscriber acknowledges that in2vate provides and will continue to provide its services to other private and governmental entities of in2vate's choosing.

8. **Subcontractors**. Subscriber agrees in2vate may subcontract services to be provided pursuant to this Agreement.

9. **No Warranties/Guarantees**. in2vate does not warrant or guarantee that the Employee Protection Line will prevent illegal activities, wrongdoing, lawsuits, damage assessments, or other claims or charges by any individual or entity.

10. **No Legal Representation or Services**. in2vate will not provide legal representation for Subscriber. No confidential attorney-client relationship is intended or formed by this Agreement or the performance of it. Should Subscriber desire legal representation, it agrees to contact individuals or firms other than in2vate to meet its needs.

11. **Modification of Agreement**. This Agreement contains the entire agreement between the parties. This Agreement may only be modified by agreement, written, and signed by both parties.

12. **Indemnity**. Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement, not to exceed to limits of liability or sovereign immunity caps provided in Florida statutes, including, but not limited to Section 768.28, Florida Statutes. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than $1 million per occurrence and in the aggregate.

13. **Report Recording**. Subscriber agrees to in2vate's audio recording and transcription of all reports received from Subscriber's employees through the Employee Protection Line service. Subscriber agrees that the audio recordings are in2vate' sole property. Subscriber agrees to disclose to its employees that their reports will be recorded.

14. **Party Dispute Resolution.** Any claim between the parties hereto arising out of or relating to this Agreement or the services shall be resolved by mediation, the mediator to be agreed upon by the parties. The resulting settlement agreement shall be enforceable in a circuit court having jurisdiction in Suwannee County, Florida.

15. **Miscellaneous.** This Agreement is made and entered into in the State of Florida and is governed by Florida law. This Agreement may be signed in counterparts, in which case each counterpart shall constitute an original of the Agreement. Defined terms are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. In this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be interpreted appropriately as masculine, feminine, or neuter.

16. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

17. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity, or the limits of liability set forth in Florida statutes.

18. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

19. **E-Verify**. See EXHIBIT B.

20. **Contractor's Representations and Warranties.** Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

21. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

WITNESS the parties, by signature, have agreed to the terms set forth in this Agreement, as of the date last written below.

SUBSCRIBER
(Representative of Subscriber)

Signature _____

(Print) Ted L. Roush

Title Superintendent of Schools

Signature _____

(Print) Jerry Taylor

Title Board Chairman

Date _____

Number of Employees _____

Subscriber's Address:

Physical 1740 Ohio Avenue, South
Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc
(Representative of in2vate, llc)

Signature _____

Title Director of Client & Support Services

Date _____

AGENT or CONSULTANT (circle one if applicable)
Signature _____

(Print) _____

Organization _____

Address _____

Phone ( ) _____ Ext. _____

SEND SUBSCRIBER AGREEMENT TO:
in2vate, llc
ATTN: Employee Protection Line Manager
P O Box 2550
Tulsa, OK 74101-2550
(918) 582-5262 Phone
(918) 582-5261 Fax

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

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Exhibit B

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

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

B. Subcontractors

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

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

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

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

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

INFO ONLY

SCSB 2024-56 (REVISED/RENEWAL)

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

THIS AGREEMENT entered into by in2vate, llc ("in2vate") and Suwannee County School Board ("Subscriber").

In consideration of the mutual promises herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, in2vate and Subscriber agree as follows:

1. **Services Provided by in2vate**. in2vate agrees to grant Subscriber access to the Employee Protection Line® service. in2vate or its agents have described this service to Subscriber and shall be substantially the same as outlined on the in2vate website or other materials provided to Subscriber.

2. **Term**. The term of this Agreement shall begin on August 22, 2023~~August 27, 2022~~ (referred to as the "Beginning Date"). Services to be provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information* and *Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, wben due, the Annual Fee in effect at that time, service will be suspended.

3. **Annual Fee**. Subscriber agrees to pay in2vate $2.75 per employee, per annum, with a minimum fee of $750.00, with pricing based on the total number of employees for the Initial Term and all Renewal Terms of this Agreement. The Annual Fee payable for each Renewal Term may be changed at the sole discretion of in2vate, which shall give the Subscriber written notice of the revised Annual Fee no less than sixty (60) days prior to each Renewal Date. The Annual Fee for the Initial Term must be paid by the Subscriber in order to activate the services and will be non-refundable except as set forth in paragraph 2. The Annual Fee for each Renewal Term shall be due and payable no later than each Renewal Date.

4. **Changes in employee base during Term**. Any change in the number of employees of the Subscriber either an increase or decrease will not affect the annual fee until the following Renewal Date. Any employees added after the Beginning Date of the Term are covered under the current Subscriber Agreement. It is the responsibility of the Subscriber to verify the number of employees prior to the Renewal Date. This clause is applicable to Subscriber and its subsidiaries.

5. **Report Fee**. Subscription includes unlimited reports to the Employee Protection Line. However, if a report is received from an employee in a language other than English, Subscriber agrees to pay a translation fee for each such report.

6. **Information/Confidentiality**. Upon in2vate's request, Subscriber shall furnish all information reasonably necessary for in2vate to perform the services purchased. Such information may include, but not be limited to, handbooks, personnel manuals, and organizational charts. Delays in supplying information may delay in2vate's performance of this Agreement. Information furnished to in2vate, designated by Subscriber as confidential, will not be disclosed except as reasonably necessary to in2vate's performance of the services and with Subscriber's written permission. Furnished information shall be returned to Subscriber when it is no longer needed or when this Agreement terminates, whichever occurs first. Subscriber acknowledges information may be subject to production by subpoena or other formal legal process. in2vate hereby gives notice to Subscriber that all information provided to Subscriber by in2vate in the form of manuals, audio tapes, video tapes, handbooks, and publications, is to be considered proprietary to in2vate and none of such information shall be copied, distributed, or reproduced in any manner, whether or not distributed to third parties, without the express written consent of in2vate. In the event either party terminates this Agreement, such material shall be removed from Subscriber's facility and its employees by Subscriber and returned to in2vate. Subscriber also agrees to notify all parties that may have access to the Employee Protection Line of its termination of this Agreement. in2vate agrees not to disclose the substance of reports with a contact not listed by Subscriber unless Subscriber determines those reports discoverable through legal process or upon written permission.

7. **Nonexclusive Services**. Subscriber acknowledges that in2vate provides and will continue to provide its services to other private and governmental entities of in2vate's choosing.

8. **Subcontractors**. Subscriber agrees in2vate may subcontract services to be provided pursuant to this Agreement.

9. **No Warranties/Guarantees**. in2vate does not warrant or guarantee that the Employee Protection Line will prevent illegal activities, wrongdoing, lawsuits, damage assessments, or other claims or charges by any individual or entity.

10. **No Legal Representation or Services**. in2vate will not provide legal representation for Subscriber. No confidential attorney-client relationship is intended or formed by this Agreement or the performance of it. Should Subscriber desire legal representation, it agrees to contact individuals or firms other than in2vate to meet its needs.

11. **Modification of Agreement**. This Agreement contains the entire agreement between the parties. This Agreement may only be modified by agreement, written, and signed by both parties.

12. **Indemnity**. Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement, not to exceed to limits of liability or sovereign immunity caps provided in Florida statutes, including, but not limited to Section 768.28, Florida Statutes. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than $1 million per occurrence and in the aggregate.

13. **Report Recording**. Subscriber agrees to in2vate's audio recording and transcription of all reports received from Subscriber's employees through the Employee Protection Line service. Subscriber agrees that the audio recordings are in2vate' sole property. Subscriber agrees to disclose to its employees that their reports will be recorded.

14. **Party Dispute Resolution.** Any claim between the parties hereto arising out of or relating to this Agreement or the services shall be resolved by mediation, the mediator to be agreed upon by the parties. The resulting settlement agreement shall be enforceable in a circuit court having jurisdiction in Suwannee County, Florida.

15. **Miscellaneous.** This Agreement is made and entered into in the State of Florida and is governed by Florida law. This Agreement may be signed in counterparts, in which case each counterpart shall constitute an original of the Agreement. Defined terms are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. In this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be interpreted appropriately as masculine, feminine, or neuter.

16. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

17. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity, or the limits of liability set forth in Florida statutes.

18. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

19. **E-Verify**. See EXHIBIT B.

20. **Contractor's Representations and Warranties.** Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

21. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

INFO ONLY

SCSB 2024-56 (REVISED/RENEWAL)

WITNESS the parties, by signature, have agreed to the terms set forth in this Agreement, as of the date last written below.

SUBSCRIBER
(Representative of Subscriber)

Signature _____

(Print) Ted L. Roush

Title Superintendent of Schools

Signature _____

(Print) Jerry Taylor

Title Board Chairman

Date _____

Number of Employees _____

Subscriber's Address:

Physical 1740 Ohio Avenue, South

Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc
(Representative of in2vate, llc)

Signature _____

Title Director of Client & Support Services

Date _____

AGENT or CONSULTANT (circle one if applicable)
Signature _____

(Print) _____

Organization _____

Address _____

Phone ( ) _____ Ext. _____

SEND SUBSCRIBER AGREEMENT TO:
in2vate, llc
ATTN: Employee Protection Line Manager
P O Box 2550
Tulsa, OK 74101-2550
(918) 582-5262 Phone
(918) 582-5261 Fax

INFO ONLY

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Exhibit B

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

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

B. Subcontractors

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of **August 22, 2023** (the "**Effective Date**"), by and between **Suwannee County School Board** (the "**District**"), with an address at 1740 Ohio Avenue, South Live Oak, Florida, 32064 and **Catapult Learning, LLC** (hereinafter referred to as "**Catapult**"), with its principal place of business at PO Box 444, Elmsford NY 10523.

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

1. TERM

1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2024 unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

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

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

2.3 During the Term of this Agreement and for a period of twelve (12) months thereafter (the "**Non-Solicitation Period**"), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 ($10,000.00) dollars at the time the independent contractor accepts employment (the

"**Commission**"). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third-party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee in an aggregate Program amount of Seventy Thousand and 00/100 dollars ($70,000.00) (the "**Fee**")

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

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the Schools acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/Schools have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult, unless required by law. Catapult agrees to comply with Chapter 119.0701, Florida Statutes as set forth in Attachment B, incorporated herein.

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

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

5. STUDENT RECORDS AND PRIVACY

5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

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

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

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

7. INDEMNIFICATION

7.1 To the extent permitted by law, and consistent with the limitations set forth in Florida Statutes,

Section 768.28, the District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

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

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

In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

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

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

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

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

9. STATUS CHANGE

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

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

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

10. NOTICES

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

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

11. MISCELLANEOUS

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

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

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

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

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex,

disability, marital status, national origin, citizenship status, or other legally protected category.

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

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.

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

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

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

11.13 Contractor's Representations and Warranties. Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop

dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

11.14 No Dissemination of Confidential Data. No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

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

Suwannee County School Board	**Catapult Learning, LLC**
By:	By:
Name: Ted L. Roush	Name:
Title: Superintendent of Schools	Title:
Date:	Date:

Chairperson, Suwannee County School Board

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

ATTACHMENT A
Service Allocation

School	Curriculum	Session Timing (while School is in session)	Average Number of Students per Group	Number of Groups	Program Start Date to Program End Date
Holy Cross Christian Academy	Intervention With AchieveLiteracy and AchieveMath	Average 90 minutes per week per group	Average of 3 students per group	15 groups 40 total students	Sometime in 2023-June 30, 2024 35 weeks across this timeframe

ATTACHMENT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

F 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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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Jpon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor r continue to keep and maintain public records required by the District to perform the contracted services. *See* Section .19.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of **August 22, 2023** (the "**Effective Date**"), by and between **Suwannee County School Board** (the "**District**"), with an address at 1740 Ohio Avenue, South Live Oak, Florida, 32064 and **Catapult Learning, LLC** (hereinafter referred to as "**Catapult**"), with its principal place of business at PO Box 444, Elmsford NY 10523.

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

1. TERM

1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2024 unless terminated earlier in accordance with Section 6 hereof (the "**Term**").

2. DESCRIPTION OF PROFESSIONAL SERVICES

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

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

2.3 During the Term of this Agreement and for a period of twelve (12) months thereafter (the "**Non-Solicitation Period**"), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 ($10,000.00) dollars at the time the independent contractor accepts employment (the

"**Commission**"). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third-party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee in an aggregate Program amount of Seventy Thousand and 00/100 dollars ($70,000.00) (the "**Fee**")

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

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the Schools acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/Schools have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult, unless required by law. Catapult agrees to comply with Chapter 119.0701, Florida Statutes as set forth in Attachment B, incorporated herein.

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

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

5. STUDENT RECORDS AND PRIVACY

5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

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

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

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

7. INDEMNIFICATION

7.1 To the extent permitted by law, and consistent with the limitations set forth in Florida Statutes,

Section 768.28, the District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

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

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

In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

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

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

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

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

9. STATUS CHANGE

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

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

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

10. NOTICES

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

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

11. MISCELLANEOUS

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

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

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

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

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex,

disability, marital status, national origin, citizenship status, or other legally protected category.

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

11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.

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

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

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

11.13 Contractor's Representations and Warranties. Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop

dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

11.14 No Dissemination of Confidential Data. No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

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

Suwannee County School Board	**Catapult Learning, LLC**
By:	By:
Name: Ted L. Roush	Name:
Title: Superintendent of Schools	Title:
Date:	Date:

Chairperson, Suwannee County School Board

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

ATTACHMENT A
Service Allocation

School	Curriculum	Session Timing (while School is in session)	Average Number of Students per Group	Number of Groups	Program Start Date to Program End Date
Holy Cross Christian Academy	Intervention With AchieveLiteracy and AchieveMath	Average 90 minutes per week per group	Average of 3 students per group	15 groups 40 total students	Sometime in 2023-June 30, 2024 35 weeks across this timeframe

ATTACHMENT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

F 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, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
August 22, 2023

TO: District School Board of Suwannee County

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

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

RECOMMENDATIONS: SUMMER TERM 2022-2023:

Approval for John Sinclair to work up to 50 hours from July 26, 2023 through August 2, 2023

Approval for Amanda Colon to work as a Bus Attendant with Summer School

End of Summer Term List
2022-2023
School Year

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

TERMINATION: INSTRUCTIONAL:

Suwannee Virtual School:
Danielle Ovando, Teacher, effective August 25, 2023

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Kelly Davidson, Teacher (Probationary), effective August 3, 2023
REPLACES: Mandi Howard
(Received certification, moving from Paraprofessional)

Branford High School:
Olivia Boney, Guidance Counselor (Probationary), effective July 24, 2023
REPLACES: Tiffany Criswell

Abbey Warren, Dean, effective July 24, 2023
REPLACES: Donald Harrison

District Wide:
Wendy Perrin, Support Facilitator (Probationary), effective August 3, 2023
REPLACES: Chelsey Chaney

RIVEROAK Technical College:
Kyla Bispham, Teacher (Probationary), effective September 1, 2023
REPLACES: Jessica Willis

Charles Dickinson, Teacher (Probationary), effective August 3, 2023
REPLACES: William Ragan

Kelli Strobel, Teacher (Part-Time Hourly), effective August 3, 2023
REPLACES: New Position

Suwannee High School:
Teresa Haderly, Teacher (Probationary), effective August 3, 2023
REPLACES: Amy Hendry

Guadalupe Romulo Vazquez, Teacher (Probationary), effective August 3, 2023
REPLACES: Alexander Gonzalez

Suwannee Middle School:
Lynette McDonald, Teacher (Probationary), effective August 3, 2023
REPLACES: Lindy Meeks

Heather Poole, Teacher (Long Term Substitute), effective August 3, 2023
REPLACES: Allison Brown

Suwannee Pineview Elementary:
Lisa Brady, Teacher, Long Term Substitute, (Probationary), effective August 3, 2023
REPLACES: Keeley Messer

Kelly Hollingsworth, Teacher (Probationary), effective August 3, 2023
REPLACES: New Position
(Received Certification, moving from Paraprofessional)

Solangel Lora, Teacher (Probationary), effective August 3, 2023
REPLACES: Marjerian Lewis

Suwannee Riverside Elementary:
Jennifer Floyd, Teacher (Probationary), effective August 3, 2023
REPLACES: Heather Voss

RETIREMENT: INSTRUCTIONAL:

Suwannee High School:
Alexander Gonzalez, Teacher, effective July 19, 2023

RESIGNATIONS: INSTRUCTIONAL:

Suwannee High School:
Rebecca Futch, Nurse, effective July 12, 2023
(Rescinded resignation, amend from the July 25, 2023 Agenda)

Amy Hendry, Teacher, effective July 24, 2023

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Allison Brown	Suwannee Middle School Teacher	Suwannee High School Teacher	Kelli Rogers	August 3, 2023
Amanda Clark	Branford Elementary Teacher	Branford High School Teacher	Eric Yount	August 3, 2023
Darrell Curls	Suwannee Opportunity School Coordinator	Suwannee High School Teacher	Travis Bass	August 3, 2023
Melissa Mapp-Francisco	Branford Elementary School Teacher	District Wide Hospital Home Bound/Community Based Instruction	New Position	August 3, 2023
Skyler Phillips	Suwannee Riverside Elem. Teacher	Branford Elementary Teacher	Amanda Clark	August 3, 2023
Stephanee Phillips	Suwannee Riverside Elem. Teacher	Branford High School Teacher	Bethany Byrd	August 3, 2023
Amy Williams	Suwannee Middle School Teacher	Suwannee Springcrest Elem. Media Specialist	Sandra Winburn	August 3, 2023
Sandra Winburn	Suwannee Springcrest Elem. Media Specialist	Suwannee Virtual School Teacher	Danielle Ovando	August 3, 2023

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Riverside Elementary:
Hannah Moreno, Teacher, effective September 7, 2023, through October 19, 2023
(With the option to return sooner if released by her doctor)

Brittany Thomas, Teacher, effective October 14, 2023, through January 5, 2024
(With the option to return sooner if released by her doctor)

LEAVE OF ABSENCE:

Suwannee High School:
Steven Carney, Teacher, effective July 19, 2023 through May 31, 2024

RETIREMENT: NON-INSTRUCTIONAL:

Suwannee Springcrest Elementary:
Mary DeHart, Food Service Worker, effective February 20, 2024

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:
Amaris Chapman, Pre-K Paraprofessional (Temporary), effective August 3, 2023
REPLACES: Kelly Davidson

Baylee Myntti, Pre-K Paraprofessional, effective August 3, 2023
REPLACES: Amaris Chapman

Suwannee Pineview Elementary:
Kayla Thomas, Paraprofessional, effective August 3, 2023
REPLACES: Katelyn Blong

Suwannee Riverside Elementary:
Janet Good, Media Clerk (Temporary), effective August 3, 2023
REPLACES: Ronna Williams

Suwannee Springcrest Elementary:
Elizabeth Carden, Paraprofessional, effective August 3, 2023
REPLACES: Amy Strawn

Janell Cline, Paraprofessional, effective August 3, 2023
REPLACES: Imani Lee

Transportation:
Kaffa Owens, Bus Attendant, effective August 10, 2023

Elwood Perry, Crossing Guard, effective August 10, 2023

Steven Prescott, Bus Mechanic, effective August 1, 2023
REPLACES: Scott Koehn

RESIGNATIONS: NON-INSTRUCTIONAL:

Suwannee High School:
Graciela Resindiz, Paraprofessional, effective August 3, 2023

Suwannee Riverside Elementary:
Victoria Townsend, Paraprofessional, effective July 18, 2023

Transportation:
Tyrone Ansley, Bus Mechanic, effective August 5, 2023

Shateea Hughes, Bus Driver, effective August 1, 2023

Toni Vargas, Bus Aide, effective July 25, 2023

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Alexis Cannon	Suwannee Pineview Elem Paraprofessional	Suwannee Pineview Elem. Lead Pre-K Paraprofessional	Alexis Dalton	August 3, 2023
Mercedes Faircloth	Suwannee Springcrest Elem. Parprofessional	Suwannee Riverside Elem. Parprofessional	Heather Corbin	August 3, 2023
Jennifer McMillan 3,2023 Media Clerk	Suwannee Pineview Elem.	Suwannee Middle School Paraprofessional	Tiffany Dear	August
Peggy Mead	Branford High School Food Service	Transportation Bus Driver		August 3, 2023

LEAVE OF ABSENCE:

Suwannee Riverside Elementary:
Ronna Williams, Media Clerk, effective August 3, 2023 through September 29, 2023

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

Suwannee Springcrest Elementary:
Mary DeHart, Food Service Worker, effective August 31, 2022 (4.5 hours), September 1, 2022 (8 hours), September 6, 2022 (8 hours), September 7, 2022 (8 hours) and September 8, 2022 (8 hours) for a total of 36.5 hours *(Amended from the May 23, 2023 Agenda)*

SUPPLEMENTARY:

Branford Elementary School

Allen, Amy	ESE Teacher - Self Contained
Barnes, April	Department Head - Grade Chair 1st
Blackmon, Emily	ESE Teacher - Gifted
Chapman, Amaris	Pre-K Lead CDA
Garrett, Kimberley	Department Head - Grade Chair 5th
Hayes, Amanda	Department Head - Grade Chair 3rd
Holtzclaw, Melissa	Department Head - Grade Chair KG
Howard, Cara	Pre-K Lead CDA
Jones, Priscilla	Canvas Coach, Planning Period Supplement
Kirby, Traci	Department Head - Grade Chair 4th
Knighton, Vera	ESE Teacher - Support Facilitator 3rd-5th
Koon, Amanda	Yearbook Sponsor
Ramsey, Lindsey	ESE Teacher - Support Facilitator KG - 2nd
Roberts, Edna	Pre-K Lead CDA 3 y/o class
Valin, Rowna	ESE Teacher
Williams, Kimberly	Department Head - Grade Chair 2nd

Branford High School

Arnold, David Travis	Junior Varsity Head Softball Coach
Blalock, John	Varsity Boys' Head Basketball Coach
Boone, Michelle	Junior Varsity Cheerleader Sponsor
Cannon, Erin	Freshman Class Sponsor
Clark, Timothy	Assistant Athletic Director
Clark, Timothy	Varsity Football Offense Coord.
Clark, Timothy	Varsity Football Head Coach
Combee, Ryan	Assistant Middle School Softball Coach
Combee, Tracy	Majorette Sponsor
Dees, Julianna	FHS/FCCLA Sponsor
Derringer, Rachel	Varsity Assistant Volleyball Coach
Diaz, Carlos	Canvas Coach, Planning Period Supplement
Dominguez, Luis Huerta	Boys' Head Soccer Coach
Fernandez, Ariel	Girls' Middle School Head Basketball Coach
Gebo, Taylor	Ag/FFA Sponsor
Griffith, Robert	Boys' Golf Coach
Griffith, Robert	Middle School Head Softball Coach
Harrelson, Brooke	Spring Intramural Sports
Harrelson, Brooke	Junior Varsity Girls' Head Basketball Coach
Harrelson, Brooke	Varsity Girls' Head Basketball Coach
Jones, Lindsey	Junior Varsity Assistant Volleyball Coach
McClendon, William	Band Director
McElreath, Cera	Middle School Volleyball Coach
Metzger, Brian	Academic Competition Sponsor (Brain Bowl)
Mincks, Brad	Boys' Assistant Soccer Coach
Richards, Michelle	Boys' Cross Country Coach
Roberts, Erin	Junior Class Sponsor
Saavedra, Oscar	Varsity Head Softball Coach
Santos, Stefani	Girls' Cross Country Coach
Santos, Stefani	Girls' Assistant Weightlifting Coach
Santos, Stefani	Senior Class Sponsor
Sikes, Mendy	Varsity Head Volleyball Coach
Soride, Cara	Sophomore Class Sponsor
Soride, Cara	Girls' Head Soccer Coach
Sory, Alex Walker	Varsity Assistant Softball Coach
Terry Jr, Roger LaDon	Girls' Golf Coach
Thomlinson, Christopher	Varsity Assistant Baseball Coach
Walker, Ben	Junior Varsity Head Football Coach
Ward, Misty	Planning Period Supplement
Ward, Misty	Girls' Weight Lifting Coach
Whitfield, David	Middle School Head Baseball Coach
Whitley, Linda	Varsity Cheerleader Sponsor
Wiles, William	Varsity Assistant Football Coach
Williams, Brian	Varsity Head Baseball Coach
Williams, Brian	Junior Varsity Head Baseball Coach

Yancey, Matthew	Varsity Football Defensive Coordinator
Yancey, Matthew	Boys' Weightlifting Coach
Yancey, Matthew	Varsity Assistant Football Coach

District Wide

Adams, Michelle	ESE Teacher
Perrin, Wendy	ESE Teacher
Skipper, Becky	Wellness Coordinator

RIVEROAK Technical College

Bispham, Kyla	Patient Care Technician
Bispham, Kyla	SkillsUSA Advisory
Blackmon, William	SkillsUSA Advisory
Bruening, Olivia	SkillsUSA Advisory
Bruening, Olivia	Department Head
Depew, Suzanne	SkillsUSA Advisory
Depew, Suzanne	LPN Instructor
Dickinson, Charles	SkillsUSA Advisory
Hall, Robin	SkillsUSA Advisory
Hall, Robin	LPN Instructor
Holmes, LaDonna	SkillsUSA Advisory
Mercer, Brayden	SkillsUSA Advisory
Mercer, Kevin	SkillsUSA Advisory
Miller, Katie	Department Head
Miller, Katie	Pharmacy Technician
Sinclair, John	SkillsUSA Advisory
Ulmer, Jeremy	SkillsUSA Advisory
Ulmer, Jeremy	Planning Period Supplement (1/2 Year)
Vickers, Mary	Surgical Technology

Suwannee High School

Hall, Elisa	Canvas Coach - Planning Period Supplement
Hall, Kyler	Assistant Track Coach
Moran, William	Varsity Head Baseball Coach
Allen, Frank	Varsity Football Assistant Coach
Black, Kary	Majorette Sponsor
Black, Kary	Department Head Grade Chair
Booth, Cedric	Boys' Head Basketball Coach
Booth, Cedric	Boys' Junior Varsity Head Basketball Coach
Bullock, Amy	Girls' Cross Country Coach
Bullock, Brian	Boys' Head Track Coach
Bullock, Brian	Boys' Cross Country Coach
Burt, Tamara	Department Head Grade Chair
Chandler, Isaac	Academic Competition Sponsor (Brain Bowl)

Chaney, Chelsey	Freshman Class Sponsor
Coleman, Deborah	ESE Teacher - Gifted
Conner, Sean	Assistant Band Director
Dean, Sherry	Theatre Sponsor
Dean, Sherry	Junior Class Sponsor
Denton, Joe	Varsity Football Assistant Coach
Dukes, Nahjawan	Varsity Football Assistant Coach
Gaddy, Joe	Varsity Football Offensive Coordinator
Gaddy, Joe	Assistant Varsity Football Coach
Gill, Traci	HOSA Advisor
Green, Jimmie	Varsity Assistant Football Coach
Hall, Kyler	Assistant Athletic Director
Hall, Kyler	Junior Varsity Head Football Coach
Hall, Kyler	Varsity Football Defensive Coordinator
Hall, Kyler	Assistant Track Coach
Hall. Elisa	Department Head Grade Chair
Joyner, Chris	Boys' Varsity Soccer Coach
Mabey, Doug	Boys' Junior Varsity Head Soccer Coach
Mabey, Doug	Boys' Varsity Assistant Soccer Coach
Marsee, Daniel	Boys' Weight Lifting Coach
Marsee, Daniel	Junior Varsity Assistant Football Coach
Marsee, Daniel	Assistant Varsity Football Coach
Marsee, Daniel	Assistant Weight Lifting Coach
Marsee, Daniel	Girls' Weight Lifting Coach
McCullers, Cletia	ESE Teacher
McPeak, Clayton	Band Director
Moran, William	Varsity Head Baseball Coach
Morgan, Stephen	Department Head Grade Chair
Morgan, Stephen	Swimming Coach
Mosteller, Christina	Yearbook Sponsor
Perez, Mileydi	Sophomore Class Sponsor
Phillips, Joey	Assistant Wrestling Coach
Phillips, Joey	Assistant Wrestling Coach
Rice, Darlene	ESE Teacher
Rodriguez, Abigail	Dance Troupe Sponsor
Thompson, Michelle	ESE Teacher
Tuvell, Kim	Department Head Grade Chair
Vickers, Terrance	Assistant Swim Coach
Wainwright, John	Varsity Head Wrestling Coach
Washington, Barrinesha	Junior Varsity Football Cheerleader Sponsor
Washington, Barrinesha	Basketball Cheerleader Sponsor
White, Jenny	Senior Class Sponsor
Wiggins, Vernon	ESE Teacher
Williams, Pamela	Football Cheerleader Sponsor
Wooley, Damon	Boys' Golf Coach

Wooley, Damon	Boys' Tennis Coach
Wooley, Damon	Girls' Head Tennis Coach

Suwannee Middle School

Bass, Travis	Football Assistant Coach
Chapman, Andrew	Head Baseball Coach
Chauncey, Annette	Department Head - Grade Chair
Dean, Heather	Department Head - Grade Chair
Garland, James	Assistant Football Coach
Herrington, Cristina	Academic Coach
Herrington, Cristina	Planning Period Supplement
Hitt, Adam	Boys' Head Soccer Coach
Horton, Deanna	Department Head - Grade Chair
Hunter, Laritta	Volleyball Coach
Jernigan, Patrick	Assistant Baseball Coach
Neil, Tammy	Canvas Coach, Planning Period Supplement
Neil, Tammy	E-Sports Coach
Phillips, Robert	Department Head - Grade Chair
Phillips, Robert	Band Director
Philpot-Coleman, Letavian	Boys' Basketball Coach
Politano, Stacey	Department Head - Grade Chair
Rimbert, Erica	ESE Teacher
Ross, Brooklyn	Girls' Head Soccer Coach
Skelly, Daniel	Planning Period Supplement/tutoring
Smith, Jared	Assistant Football Coach
Smith, Tiffany	Ag/FFA Sponsor
Sowells, Airalisha	ESE Teacher
Stebbins, Seth	Head Football Coach
Stebbins, Seth	Boys' Head Track Coach
Stebbins, Seth	Athletic Director
Strait, Linda	Yearbook Sponsor
Stratton, Nicole	Cheerleader Sponsor
Terry, Kathryn	Girls' Head Basketball Coach
Urban, Lorena	ESE Teacher - Gifted
Vann, Elizabeth	ESE Teacher
Williamson, Kayla	Head Softball Coach
Williamson, Kayla	Head Softball Coach

Suwannee Opportunity School

Allen, Brandy	Planning Period Supplement (CBI)
Bonk, Amber	ESE Teacher (Elementary)
Carney, Sarah	ESE Teacher (Secondary)
Roberts, Melanie	Lead Teacher (½ Supplement)

Suwannee Pineview Elementary

Atkinson, Tammy	Department Head - Grade Chair
Cannon, Alexis	Pre-K Lead CDA
Chauncey, Kristy	Canvas Coach - Planning Period Supplement
Davis, Traci	Pre-K Lead CDA
Felton, Tamara	Department Head - Grade Chair
Helvenston, Susie	ESE Teacher
Hodge, Erika	Pre-K Lead CDA
Hudson, Kimberly	ESE Teacher
Johns, Tammy	Yearbook Sponsor
Kiser, Amanda	Pre-K Lead CDA
Leavitt, Connie	ESE Teacher
McIntosh, Joyce	ESE Teacher - Gifted
Mowry, Susan Michelle	Department Head - Grade Chair
Roberts, Laura Katherine	Department Head - Grade Chair
Robinson, Meri	Department Head - Grade Chair
White, Shannon	Department Head - Grade Chair

Suwannee Riverside Elementary

Anderson, Tresca	Pre-K Lead CDA
Baker, Jennifer	Canvas Coach - Planning Period Supplement
Bartley-Ramirez, Amanda	ESE Teacher (1/2 Supplement)
Bartley-Ramirez, Amanda	ESE Teacher
Belcher, Lauren	ESE Teacher
Butler, Gail	Pre-K Lead CDA
Cato, Jamie	Department Head - Grade Chair
Cundiff, Krystal	Department Head - Grade Chair
Davis, Kiara	Department Head - Grade Chair
Hingson, Kalie	Pre-K Lead CDA
Jessup, Michelle	Yearbook Sponsor
Moreno, Hanna	Department Head - Grade Chair
Patrick, Takesha	Department Head - Grade Chair
Poole, Nicole	Pre-K Lead CDA
Skierski, Stacey	Department Head - Grade Chair
Townsend, Carol Ann	Pre-K Lead CDA
Turner, Jennifer	ESE Teacher
Warren, Kimberly	ESE Teacher - Gifted
Yott, Deanna	Pre-K Lead CDA

Suwannee Springcrest Elementary

Anderson, Jessica	Canvas Coach, Planning Period Supplement
Anderson, Jessica	Department Head - Grade Chair
Bonds, Jennifer	Department Head - Grade Chair
Cline, Janelle	Pre-K Lead CDA
Gray, Stephanie	Department Head - Grade Chair
Henderson, Lillian	ESE Teacher

Hoyle, Pamela	Department Head - Grade Chair
Kennedy, Maya	Pre-K Lead CDA
Lane, Marissa	Pre-K Lead CDA
Leighton, Kelsey	Pre-K Lead CDA
Monroe, Rebecca	ESE Teacher
Nicely, Catherine	ESE Teacher
Reaves, Rebecca	Department Head - Grade Chair
Roper, Theda	ESE Teacher - Gifted
Roper, Theda	Yearbook Sponsor
Skipper, Becky	Department Head - Grade Chair

Suwannee Virtual School

Eckhoff, Jean	ESE Teacher
Green, Glen	Planning Period Supplement
Hester, Angela	Planning Period Supplement
Marrero-Guerra, Jasmine	Planning Period Supplement
Matthews, Patriece	Planning Period Supplement
Roberts, Melanie	Lead Teacher (½ Supplement)
Rodriguez, Sergio	Planning Period Supplement
Tuvell, Kimberly	Planning Period Supplement

MISCELLANEOUS:

Approval for the following to receive the Civics Seal of Excellence Bonus:

Melissa Bozeman	Suwannee Riverside Elementary
Jamie Cato	Suwannee Riverside Elementary
Ellena Huston	Suwannee Pineview Elementary
Kelly Parker	Suwannee Riverside Elementary
Brittany Thomas	Suwannee Riverside Elementary
Stacey Skierski	Suwannee Riverside Elementary

Branford High School:
Approval for Stefani Santos to work up to 100 additional hours at her hourly rate to coordinate student activities at BHS

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

Suwannee Riverside Elementary
Mercedes Faircloth
Kalie Hingson
Jennifer Stansel
Carol Ann Townsend

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

Branford Elementary School:
Kirsten Boston

Suwannee Pineview Elementary:
Tamara Felton

Wynette Sumner
Kimberly Williams

Angela Hester
Laura Katherine Roberts

District Wide Alternates:
Evelyn Arnold
Jenny Clark
Jacqueline Glover
Ona Robertson
Tralene Sasso
Marie Warren
Joann Weber

Suwannee Riverside Elementary:
Cheri Copeland
Tammy Flowers
Rhonda Furry

Suwannee Springcrest Elementary:
Pamela Hoyle
Brooklyn Ross

Approval of school-based school related personnel (clerical staff and paraprofessionals) to serve as emergency substitutes for the 2023-2024 school year, including those hired throughout the year

Approval for the following to work as Lunch Room Monitors:

Branford High School
Kelly Bradow
Crystal Fernandez
Janie Mayo

Suwannee High School
Kaffa Owens
Nelson Perry
Phillis Postell
Edward McLarty

Suwannee Middle School
Laura Jaramillo
Cristina Jones
Janice Thompson

Approval for the following to work as Nutritional Food Service Assistants:

Amanda Colon
Daisy Couture
Tiffany Dunn
Avril Jenoir
Robin Krause
Heather Lewis
Chatisa Lett
Monica Lorenz
Kamera McGriff
Sonia Marks
Gloria Presley

Approval for the following to work as Site Coordinators and Paraprofessionals in the 21st Century Program:

Branford Elementary School
Amy Allen
Kirsten Boston
Lyndsey Browning
Tina Hayes
Melissa Holtzclaw
Victoria Jensen
Traci Kirby
Julie Klecka
Hannah Knighton
Stephanie Knighton
Susan Mackin
Jessica Nipper
*Denah Phillips

Suwannee Pineview Elementary
Kim Buchanan
Alexis Cannon
Tanya Crain
McKenzie Crews
Julia Davidson
Angela Hester
Wanda Hawkins
Jennifer Hitt
Ellena Huston
*Joyce McIntosh
Kelly McManaway
Jennifer McMillan
Jazmin Marrero

Carla Suggs
Miranda Walker
Jennifer Winnett
Site Coordinator

Suwannee Riverside Elementary
Tara Ash
Robyne Edwards
Danielle Gay
Amanda Gaylord
Janet Good
Makenzie Greaves
*Staci Greaves
Rhoshonda Herring
Angela Hester
Kalie Hingson
Jenna Hunter
Janice McCall
Rebecca McCray
Hanna Moreno
Kim Mott
Charis Parker
Takesha Patrick
Mandy Ramsey
Amanda Ramirez
Susan Ratliff
Kristin Register
Michele Turman
LeAnne Wirick
Site Coordinator

Kaycie Blanton *Alternate*
Ashley Reeves *Alternate*
Tralene Sasso *Alternate*

Heather Marshall
Kelly Melland
Rebecca Monroe
Susan Mowry
Shannon White
Ashlee Wooley
Courtney Sasso
Site Coordinator

Suwannee Springcrest Elementary
Heather Ayala
Christina Batton
Jennifer Bonds
Tara Brock
Ashley Broughton
Heidi Cavitt
Shannon Daniels
Erin Driggers
Crystal Gill
*Julie Griswold
Patricia Hines
Pamela Hoyle
Maya Kennedy
Janice Lazio
Dyanna Leathlean
Jenny McCook
Cletia McCullers
Becky Monroe
Christine Mosteller
Emily Murphy
Tiffany Sanders
Becky Skipper
Beth Southerland
Jennifer Stevens
Joann Weber
Site Coordinator

SUBSTITUTES:

Approval for Latorris Brown to work as a Substitute Bus Attendant

VOLUNTEERS:

BHS	Paula Bales-Panapolis	Field Trips, Clubs, Band
SPE/SRE/SSE	Stephanie Barnes	APT Advisory, Classroom, Field Trips, Clubs, Reading Pals

BHS	Charles Blalock	Clubs, Athletics, FCA, Mentor
SPE	Stephanie Bonds	APT Advisory, Classroom Field Trips, Clubs
BHS	Rayna Clecker	Clubs, Band, Color Guard
SMS/SHS/SPE/ SSE/SRE	Dawn Conley	APT Advisory, Classroom, Field Trips, Cheer, Volleyball
SHS	Kenneth Gooding	NJROTC, Field Trips
SPE	Camila Gosser	APT Advisory, Classroom Field Trips, Clubs
SPE	Davis Gosser	APT Advisory, Classroom Field Trips, Clubs
SHS	Preston Hicks	Volunteer Worker
BHS	Jackie Howze	Field Trips, Clubs, Band
BHS	James Howze	Field Trips, Clubs, Band
SMS	Madison Ramsey	Classroom, Field Trips, Clubs

End of List
2023-2024
School Year

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on August 22, 2023, by and between the Suwannee County School Board ("SCSB"), and Michael Creech ("Individual"), (hereinafter "Contractor.").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

   B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on August 22, 2023 and ending June 30, 2024, 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 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, 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

Contractor certifies that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation 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 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment 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'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, 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: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

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

Contractor: Michael Creech
15390 County Road 132
Live Oak, FL 32060

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT 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 rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

24. E-Verify. Effective July 1, 2020

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

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

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

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

25. NO DISSEMINATION OF CONFIDENTIAL DATA

No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter.

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software, or data which the Work Product is designed to work with.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 22nd day of August, 2023.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor, Chairperson _____ 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 _____ Signature of Person or Authorized Representative _____

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

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence August 22, 2023 and shall terminate June 30, 2024.

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

   a. Conduct hours in the development of curriculum and laboratory activities for clinical simulation and instruction.
   b. Provide clinical simulation instruction.
   c. Meet with Practical Nursing and Patient Care Technician Advisory Committees, program instructors, RTC Director and other interested persons to support maintenance of program accreditation and Board of Nursing requirements.

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

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

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Nursing Pipeline Grant

EXHIBIT B

FEE SCHEDULE

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

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

RTC desires to engage in consulting services with the Contractor for medical-related programs. For the services provided by the Contractor, RTC agrees to pay based on the following table:

- Conduct laboratory instruction of students $40.00 / hour
- Research and development time $40.00 / hour

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

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE SUWANNEE COUNTY SCHOOL BOARD THROUGH RIVEROAK TECHNICAL COLLEGE

AND

HART 2 HART CHRISTIAN ACADEMY

This agreement is entered into by and between the Suwannee County School Board through RIVEROAK Technical College, Live Oak, Florida, hereinafter referred to as "RTC", and Hart 2 Hart Christian Academy, hereinafter referred to as "HHCA".

WHEREAS, Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career Dual Enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

WHEREAS, pursuant to section 1007.271, Florida Statutes, RTC and HHCA shall enter into a dual enrollment agreement; and,

NOW, THEREFORE,
The RTC and HHCA do hereby agree as follows:

I. EFFECTIVE DATE AND EFFECT OF AGREEMENT
Upon signature, this agreement will be in effect for one school year based on the RIVEROAK Technical College/Suwannee County School District Calendar.

II. THE INTENT OF THE AGREEMENT
It is the intent of the agreement that a variety of articulated acceleration mechanisms be available for secondary and postsecondary students attending public educational institutions. The purpose of these acceleration mechanisms is to shorten the time necessary for a student to complete the requirements for obtaining a nationally recognized credential in a Career and Technical Program of Study, broaden the scope of the Career and Technical options available to students, and to increase the depth of study in a particular program of study. The articulation mechanisms include (but are not limited to) dual enrollment, earning a nationally recognized Industry Certification and, the participation in Career Pathways.

III. PARTIES TO THE AGREEMENT
Suwannee County School Board through RIVEROAK Technical College and Hart 2 Hart Christian Academy.

IV. ARTICULATED PROGRAMS

The programs articulated under this agreement include:

A. Career Dual Enrollment;
B. Nationally Recognized Industry Certifications;
C. Career Pathways

The following is included with this agreement: Methodology for determining dual enrollment costs and associated fees per Career and Technical program.

V. COURSES

A. ALL Career and Technical Education programs offered by RTC as Dual Enrolled Post-Secondary Adult Vocational Education (PSAV) Courses that are contained within the common course numbering system shall be eligible, if not specifically excluded by State Statute, State Board of Education Rule, Suwannee County School Board and/or the Board. To ensure transferability of credits, students' educational plans are closely evaluated when utilizing Career and Technical Education (CTE) courses for dual enrollment. Ensuring transferability of coursework, RTC encourages students to concentrate on a specific CTE program(s) of study. Students who intend to earn Occupational Completion Points should carefully evaluate each course to determine its applicability in meeting those requirements.
B. Eligible secondary students shall be permitted to enroll in postsecondary courses conducted during school hours. RTC shall assume responsibility for the maintenance of instructional quality.

VI. DEFINITIONS OF ACCELERATION

For the purposes of dual enrollment articulation agreement, the following definitions are applicable and shall be adhered to.

A. Career Dual Enrollment, 1007.2711, Florida Statutes
   1. Career dual enrollment was established by the legislature as a positive measure to expand the scope of dual enrollment program.
   2. This type of dual enrollment shall be provided as curricular options for secondary students who wish to earn a series of elective credits toward the high school diploma and shall be available for eligible secondary students seeking an industry certification from a complete job preparatory program.
B. Career Early Admission, 1007.271(11), Florida Statutes
   Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time in courses that are creditable toward the high school diploma, industry certification or the technical Postsecondary Career Certificate.
C. Career Pathways, 1007.235(2)(d), Florida Statutes
   The Board and RTC agree to cooperate in the advancement of the Career Pathways program. Working through a Career Pathways partnership, the high school and RTC personnel have identified courses and programs that can articulate from the high

school to RTC to help prepare students for Postsecondary Career Certificate. The Board and RTC will establish a clearly defined course-by-course to pathway articulation agreement. This agreement will provide opportunities for admission into RTC programs and the award of credits for students in those programs because of successful completion of work in a Career Pathways Program. To be eligible for credit, the student must complete the appropriate course work of high school Career Pathway courses with a satisfactory grade point average stated in this agreement.

VII. STUDENT ELIGIBILITY

A. An eligible student is defined in 1007.271(2) Florida Statues, as a student enrolled in a Florida Public secondary school or Florida non-public secondary school.
B. RTC limits dual enrollment to private high school sophomores, juniors and seniors.
C. Academic advising: The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.
D. The high school is responsible for verifying the student is eligible to apply for admission as a dual enrolled student. The student is responsible for applying for admission and meeting the admission requirements prior to applicable deadlines.
E. The high school and/or student is responsible for provide individual transportation to RTC for daily instruction.
F. Dual enrolled students will be evaluated on an individual basis to determine the appropriate number of contract hours per term.
G. An unweighted 2.0 grade point average (high school) must be achieved and maintained for PSAV certificate dual enrollment courses. Students must also maintain a 2.0 RTC grade point average to continue dual enrollment.
H. If a dual enrolled student receives a grade of a "D" or "F" in any Postsecondary Career Certificate credit course, the student must sit out and will not be allowed to register the following term as a dual enrolled student.
I. Students must take the TABE examination within the first six weeks of beginning a RTC program of study.
J. The student's private school will work with appropriate personnel at the College to provide services and resources required by students with disabilities who register for dual enrollment. S.1007.271(25)

VIII. ELIGIBLE PROGRAMS, SCHEDULE, FUNDING, ENROLLMENT REQUIREMENTS

A. Schedule
   1. Slots are available to private high school students on a "space available" basis.
   2. Time slots are designed to maximize instructional time in both home school and RTC CTE courses
   3. Students must abide by the student code of conduct of RTC.

4. Students must maintain regular attendance in accordance with the RTC attendance policy. Absences in excess of the allowable number may result in dismissal from RTC.

B. Eligible Programs can be found at www.riveroakcollege.com

C. Enrollment

1. Registration form with verification of eligibility signed by the private school are due to RIVEROAK Technical College prior to enrollment.
2. Student enrollment may occur no later than two weeks prior to the beginning of a semester.
3. Instructional materials and tuition will be reimbursed through Office of Student Financial Assistance, Per Rule 6A-20.0282, FAC, Section 1009.30 F.S.

IX. TERM OF AGREEMENT: July 1, 2023 – June 30, 2024, for the 2023-2024 school year

X. SIGNATURES

Suwannee County School Board	**Hart 2 Hart Christian Academy**
Signature:_____ **Jerry Taylor** **Title: Board Chairman** **Date:**_____	**Signature:**_____ **Printed Name**_____ **Title: Principal** **Date:**_____
Signature:_____ **Ted L. Roush** **Title: Superintendent of Schools** **Date:**_____	
Signature:_____ **Mary Keen** **Title: RIVEROAK Principal/Director of Career and Technical Education** **Date:**_____	

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

Exhibit A –

6A-10.040 Basic Skills Requirements for Postsecondary Career Certificate Education, including Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. Dual enrollment. Pursuant to paragraph (8)(b) of this rule, students enrolled in an eligible career education dual enrollment program under Section 1007.271, F.S., are exempt from the basic skills examination requirement if they have demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. prior to admission into the career certificate program. Dual enrollment students who have not met this requirement must complete the basic skills examination, unless otherwise exempt.

2. Career dual enrollment students who have not demonstrated readiness for postsecondary education in accordance with Rule 6A-10.0315, F.A.C. will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination. The acceptable exam for this requirement is the *Tests of Adult Basic Education (TABE)).*

3. Testing Exemptions. A student may be exempt from the testing requirement by documenting any of the following: (a, b, c, OR d)

    a. Minimum SAT scores
        * Verbal – 440
        * Mathematics – 440

    b. Minimum ACT scores
        * Reading – 19
        * English – 17
        * Mathematics – 19

Possessing a state, national or industry certification or licensure examination that is identified in the list entitled "Basic Skills and Licensure Exemption List".
https://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

    c. Documented learning disability and a current individualized education plan (IEP) that demonstrates preparedness for postsecondary education.

Teacher	Secondary Program/ Number	Course	OCP	Credit	Secondary Industry Cert	Post Secondary Program/Number	Course	OCP	Hour	Post Secondary Industry Cert
Masonry									1650	
Bruening, Olivia	Masonry 8722900	Masonry 1 8722610		1	NCCER025 Masonry - Level 1	Brick and Block Masonry I463112	BCV0330 Masonry Tender	A	450	NCCER235 Masonry - Level 1
Bruening, Olivia	Masonry 8722900	Masonry 2 8722620		1	NCCER044 Masonry - Lvel 2	Brick and Block Masonry I463112	BCV0360 Bricklayer Helper	B	300	NCCER236 Masonry - Level 2
Bruening, Olivia	Masonry 8722900	Masonry 3 8722630	A	1		I463112	BCV0362 Brick Mason 1		450	
Bruening, Olivia	Masonry 8722900	Masonry 4 8722640		1		Brick and Block Masonry I463112	BCV0363 Brick Mason 2	C	450	NCCER237 Masonry - Level 3
Bruening, Olivia	Masonry 8722900	Masonry 5 8722650	B	1	NCCER045 Masonry - Level 3	Brick and Block Masonry I463112				
Electricity									1200	
Ulmer, Jeremy	Electricity 8727200	Electricity 1 8727210		1	NCCER010 Electrical - Level 1	Electricity I460312	BCV0603 Electrician Helper	A	300	NCCER208 Electrical Level 1
Ulmer, Jeremy	Electricity 8727200	Electricity 2 8727220	A	1	Level 2	Electricity I460312	BCV0640 Residential Elect.	B	450	NCCER209 Electrical Level 2
Ulmer, Jeremy	Electricity 8727200	Electricity 3 8727230		1	NCCER039 Electrical - Level 3	Electricity I460312	BCV0652 Commercial Elect.	C	450	NCCER210 Electrical Level 3
Ulmer, Jeremy	Electricity 8727200	Electricity 4 8727240		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 5 8727250	B	1						
Ulmer, Jeremy	Electricity 8727200	Electricity 6 8727260		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 7 8727270		1						
Ulmer, Jeremy	Electricity 8727200	Electricity 8 8727280	C	1						
Welding									1050	
Mercer, Kevin	Welding 9204400	Welding TechFundamentals 1		1	NCCER061 Welding - Level 1 AWELD003-	Welding Technology J400400	PMT0070 Welder Ast. 1		150	NCCER263 Welding Level 1 AWELD003- FCAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 2	A	1	NCCER062 Welding - Level 2 AWELD004-	Welding Technology J400400	PMT0071 Welder Ast. 2		150	NCCER264 Welding Level 2 AWELD004- GMAW Plate
Mercer, Kevin	Welding 9204400	Fundamentals 3 9204430		1	Level 3 AWELD011- SMAW Pipe	Welding Technology J400400	PMT0072 Welder, SMAW1		150	AWELD005- GTAW Pipe (Carbon) AWELD006-GTAW Pipe (Stainless to Carbon)
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals 4 9204440	B	1	AWELD012-SMAW Plate	Welding Technology J400400	PMT0073 Welder, SMAW2		150	AWELD007- GTAW Stainless AWELD008- GTAW Plate
Mercer, Kevin	Welding 9204400	Welding Tech Fundamentals Capstone 9204450	C	1		Welding Technology J400400	PMT0074 Welder		450	AWELD009- GTAW/SMAW Pipe/Carbon AWELD010- GTAW/SMAW Pipe (Chrome PWHT) NCCER265 LEVEL 3
										AWELD011- SMAW Pipe
										AWELD012- SMAW Plate
Welding Technology Advanced									750	
Mercer, Kevin						Welding Advance J400410	PMT0075 Adv Welder 1	A	600	Metal Work 7G
Mercer, Kevin						Welding Advance J400410	PMT0076 Adv Welder 2	B	150	
HVAC Comfort, AC Controls/Refrig Tech (B Area)										
Durham, Marcus						HVAC/R 1 C400410	Introduction to HVCA/R ACR0000	A	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Fundamentals ACR0001	B	250	
Durham, Marcus						HVAC/R 1 C400410	HVCA/R Services Practices ACR0012	C	250	
Applied Engineering Technology										
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 1 8401110		1	Solidworks Associate Academic					
Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 2 8401120		1	SOLID005 -Certifid Solidworks Associate Academic					

Ulmer, Jeremy	Applied Engineering Tech 8401100	Applied Engineering Tech 3 8401130		1	SOLID003 - Certifid Solidworks Associate Academic						
Applied Cybersecurity											
Hill, William	CTS0018	CTS0018 CYBERSECURITY ASSC			COMPT008 COMP TIA SECURITY	Applied Cybersecurity Y100300	CTS0018 Cybersecurity Ass	600	A	COMPT008 COMP TIA SECURITY+	
Hill, William						Applied Cybersecurity Y100300	CTS0019 Info Security MGR	150	B		
Cosmetology										3000	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Grooming & Salon Services CSP0009			225	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 1 COS0002			300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 2 COS0003			300	
Maxwell, Janie Sullivan, Patty						Cosmetology D500100	Cosmetologist & Hairdresser 3 COS0009	A	375	FLDOP002 Cosmetologist	
Nails Specialty										1800	
Thornton, Greta	8757210	Grooming & Salon Services 1 8757210		0.5		Nails Specialty I120415	CSP0016 Manf and Pedi Spec			180	FLDOP008 Nail Specialist
Thornton, Greta	8757310	8757310 Nails Specialty 2		0.5							
Thornton, Greta	8757320	8757320 Nails Specialty 3		1							
Thornton, Greta	8901000	Directed Study 8901000		0.5							
Facials Specialty										220	
Thornton, Greta Maxwell, Catherine	8757210	Grooming & Salon Services 1 8757210		0.5		Facials/ Skin Care I120425	Facials/Skin Care CSP0266			220	FLDOP009 Facial Specialist
	8757410	Facials Specialty 2		0.5							
	8757420	Facials Specialty 3		1							
Professional Culinary Arts & Hospitality										1200	
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 1 8800510	A	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0100 Food Preparation	A	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 2 8800520	B	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HM0170 Cook- Restaurant	B	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 3 8800530	C	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0171 Chef- Head Cook	C	300		
Sinclair, John/ Holmes, LaDonna	8800500	Culinary Arts 4 8800540	D	1	NRAEF003 Certified Food Protection	Commercial Foods & Culinary Arts N100500	HMV0126 Food Service Management	D	300	NRAEF003 Certified Food Protection Manager ServeSafe	
Automotive Collision Technology										1400	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Collision Paint & Body Asst 9514010	A	1	NIASE088ASE Entry Level: Collision Painting and Refinishing	Automotive Collision Technology Technician T401300	ARR0140 Auto Coll Repair & Refinishing Helper/Asst.	A	150		
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 1		1		Automotive Collision Technology Technician	ARR0141 Auto Coll. Refin. Technician	B	450	NIASE029 ASE Coll. Repair & Refinishing Painting & Refinishing (B2)	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 2 9514030		1		Automotive Collision Technology Technician T401300	ARR0312 Non-Structural Damage Repair Tech.	C	300	NIASE018 ASE Coll. Repair & Refinishing Tech Non-Structrual Analysis (B3)	
Ragan, Joe	Automotive Collision Technology 9514000	Auto Coll. Repair & Refinishing 3 9514040	B	1		Automotive Collision Technology Technician T401300	ARR0122 Damage Analysis & Estimating	D	75	NIASE019 ASE Damage Analysis & Estimating (B6)	
Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 1 9514050		1	Level- Collision: Non-Structural Analysis and	Technology Technician T401300	ARR0112 Auto Coll. Welding, Cutting, Joining	E	75		

Ragan, Joe	Automotive Collision Technology 9514000	Structural Damage Ast. 2 9514050	C	1			ARR0295 Structural Damage Repair Tech.	F	350	
Automotive Service Technology 1									1050	
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 1 9504110		1	NIASE076 ASE Auto Maintenance & Light Repair	Automotive Service Technology 1 T400700	AER0014 Auto Service Assistor	A	300	NIASE013 ASE Automobile Service Consultant (G1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 2 9504120		1		Automotive Service Technology 1 T400700	AER0418 Auto Brake System Tech.	B	150	NIASE007 ASE Brakes (A5) NIASE76 ASE Auto Maintenance & Light Repair (G1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 3 9504130		1		Automotive Service Technology 1 T400700	AER0453 Auto. Suspen. & Steer. Tec.	C	150	NIASE033 ASE Suspension & Steering (T5) NIASE016 ASE Brakes (T4)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 4 9504140	A	1		Automotive Service Technology 1 T400700	AER0360 Auto Electrical/ Electronic system Tech	D	300	NIASE008 Electrical/Electronic Systems (T6)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 5 9504150		1		Automotive Service Technology 1 T400700	AER0110 Engine Repair Technician	E	150	NIASE010 ASE Engine Repair (A1)
Blackmon, William	DE Automotive Maintenance and Light Repair 9504100	Auto Maint/Light Repair 6 9504160	B	1						
Automotive Service Technology 2										
Blackmon, William						Automotive Service Technology 2 T400800	AER0503 Auto Engine Performance Tech	A	300	
Blackmon, William						Automotive Service Technology 2 T400800	AER0257 Automatic Transmission and Transaxle Tech	B	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0274 Manual Drivetrain and Axle Tech	C	150	
Blackmon, William						Automotive Service Technology 2 T400800	AER0172 Auto Heating and Air Conditioning Tech	D	150	
Practical Nursing									1350	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 1 PRN0098	A	300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Practical Nursing Foundations 2 PRN0099		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical-Surgical Nursing 1 PRN0290		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Medical-Surgical Nursing 2 PRN0291		300	
Wilson, Suzanne Hall, Robin						Practical Nursing H170607	Comp. Nursing & Transitional Skills PRN0690	B	150	NCSBN002 National LPN (NCLEX-PN)
Patient Care Technician									1050	
Willis, Jessica						Patient Care Technician H170694	Basic Healthcare Worker HSC003	A	90	
Willis, Jessica						Patient Care Technician H170694	Nurse Aide & Orderly (Articulated) HCP0121	B	75	
Willis, Jessica						H170694	HCP0332	C	50	FDMOA002 Certified Nursing Assistant
Willis, Jessica						Patient Care Technician H170694	Patient Care Assistant HCP0020	D	75	NATHA002 Certified EKG Tech
Willis, Jessica						H170694	Allied Health Assistant HSC0016	E	150	NATHA007 Certified Phlebotomy Technician
Willis, Jessica						H170694	MEA0580	F	100	
Willis, Jessica						H170694	Patient Care Tech. PRN0094	G	60	NATHA006 Certified Patient Care Technician
Pharmacy Technician 3									1050	
Miller, Katie						Pharmacy Technician H170700	Basic Healthcare Worker HSC003	A	90	
Miller, Katie						H170700	Pharmacy Technician 1 PTN0084		350	
Miller, Katie						Pharmacy Technician H170709	Pharmacy Technician 2 PTN0085		300	

Miller, Katie						Pharmacy Technician H170700	Pharmacy Technician 3 PTN0086	B	300	PTCBD001 Pharmacy Technician	
Surgical Technology									1330		
Vickers, Mary						Surgical Technology H170211	Basic Healthcare Worker HSC0003	A	90		
Vickers, Mary						Surgical Technology H170211	Central Supply Technician STS0015	B	210		
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 1 STS0010		343		
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 2 STS0011		343		
Vickers, Mary						Surgical Technology H170211	Surgical Technologist 3 STS0012	C	344	NSTSA001 Certified Surgical Technologist (CST) NCFCT004 Tech in Surgery - Certified	
Phlebotomy											
Senea, Shari							Basic Healthcare Worker HSC0003	A	90		
Senea, Shari							Phlebotomist MEA0520	B	75	NATHA007 Certified Phlebotomy Technician	
Nursing Assistant											
Thompson, Traci / Rebecca Futch						CNA H170602	Nurse Aide &Orderly PRN0090	A		FDMQA001 Certified Nursing Assitant	

Amendment to Dual Enrollment Articulation Agreement
(Suwannee County School Board and Santa Fe College)

This Amendment to the Dual Enrollment Articulation Agreement by and between the Suwannee County School Board and The District Board of Trustees of Santa Fe College, Florida (hereafter the "College"), which was entered into on August 25, 2015 (hereafter the "Agreement"), is hereby entered into and shall be effective as of the date of the last signature below.

WHEREAS, Paragraph 2 of the Agreement stated as follows: "The College agrees to provide college-level academic instruction to School Board's qualified students whose registration at the College has been approved in writing by the Florida College System institution serving School Board's County, which is North Florida Community College;" and

WHEREAS, this Amendment is made for the purpose of removing the requirement for advance written approval from the School Board and from the North Florida College (formally North Florida Community College).

NOW, therefore, in consideration of the premises, the parties agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement shall be deleted in its entirety.

2. To the extent of any conflict between the terms of the Agreement or any addenda or amendments thereto and this Amendment, this Amendment shall govern the rights of the parties hereto. All terms and conditions of the Agreement and valid Addenda or Amendments not expressly modified herein shall remain in full force and effect.

(Remainder of page intentionally left blank.)

NOW, THEREFORE, the parties hereto respectively set their hands and seal on the dates shown below and submit they have the legal authority to commit the parties to this Amendment.

Suwannee County School Board

Signed by:

_____
Signature

_____
Date

Jerry Taylor
Printed or Typed Name

Board Chairman
Title

_____
Signature

_____
Date

Ted L. Roush
Printed or Typed Name

Superintendent of Schools
Title

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

The District Board of Trustees of Santa Fe College, Florida

Signed by:

_____
Signature

_____
Date

_____
Printed or Typed Name

_____
Title

DUAL ENROLLMENT ARTICULATION AGREEMENT (SCHOOL BOARD OF SUWANNEE COUNTY AND SANTA FE COLLEGE)

This AGREEMENT is made by and between the School Board of Suwannee County (the "School Board") and The District Board of Trustees of Santa Fe College, Florida (the "College").

WHEREAS, the College offers a Dual Enrollment Program in which eligible secondary students and home education students are enrolled in postsecondary courses and simultaneously earn credits toward high school completion and a career certificate or an associate or baccalaureate degree, pursuant to Section 1007.271, Florida Statutes ("F.S."); and

WHEREAS, the School Board is outside the College's service area (Section 1000.21(3)(x), F.S.), but the parties wish to provide eligible students with access to College's Dual Enrollment Program when approved by the Florida College System institution serving School Board's county; and

WHEREAS, the College may establish additional initial student eligibility requirements to ensure student readiness, and such requirements shall be included in the dual enrollment articulation agreement, pursuant to Section 1007.271(3), F.S.; and

WHEREAS, the School Board and College desire to enter into a dual enrollment articulation agreement to set forth the terms of the Dual Enrollment Program for School Board's eligible students.

NOW THEREFORE, in consideration of the mutual promises stated herein, the School Board and the College agree as follows:

1. The following Dual Enrollment definitions are agreed upon for the purpose of this agreement.

   Early Admission shall be the enrollment of eligible 12th grade students who have a 3.5 unweighted cumulative GPA and all college level scores on the PERT, ACT or SAT. Early Admission students are registered full-time in college courses that are creditable toward a high school diploma and an associate or baccalaureate degree. To be eligible, students must have eighteen (18) credits which include all courses required for high school graduation except English IV (1.0), American Government (.5), Mathematics (1.0) and Economics (.5).

   Academic Dual Enrollment shall be the part-time or full-time enrollment of eligible 11th and 12th grade students who have a 3.0 unweighted cumulative GPA and college level scores on the PERT, ACT, or SAT in at least one area. Course selection is limited when not scoring at college level in all areas. Students whose scores are at college level in all areas have access to a broader range of courses. These students may be either full-time or part-time registered in college courses that are creditable toward a high school diploma and an associate or baccalaureate degree.

Fine Arts Dual Enrollment shall be the part-time or full-time enrollment of eligible 11th and 12th grade students who have an unweighted cumulative GPA of 3.0. These students may explore their talents by registering for college courses in studio art, dance, music, and theatre. Course eligibility is based on the required cut off scores for the PERT, SAT or ACT. Fine Arts Dual Enrollment students are eligible for college academic courses only if their GPA and PERT, ACT or SAT indicate they are at college level.

Career and Technical Education Dual Enrollment shall be the part-time or full-time enrollment of eligible 11th and 12th grade students who have an unweighted cumulative GPA of 2.5 for degree programs and unweighted cumulative GPA of 2.0 for the College's non-credit Postsecondary Adult Vocational (PSAV) Certificate Programs, many of which lead to industry certification. Career and Technical Education Programs offer opportunities in the areas of Business, Information Technology, Early Childhood Education, Health Related Occupations, Public Safety, and Construction and Technical Programs. High school students are generally not eligible for the College's limited access programs, but they may enroll in the prerequisites for those programs if their college placement scores and GPA indicate eligibility.

2. The College agrees to provide college-level academic instruction to School Board's qualified students whose registration at the College has been approved in writing by the Florida College System institution serving School Board's county, which is North Florida Community College.

3. The selection of Early Admission or Dual Enrollment students will be determined by the College's Director of the High School Dual Enrollment Program or a designee.

4. Early Admission students will meet the College's definition of full-time (12 credit hours).

5. The College will administer a college placement test at no charge to prospective Dual Enrollment students when needed, as well as additional placement testing required for admission to specific programs and to verify that students meet admission standards. Students seeking to enroll in college credit coursework must meet the same placement test score requirements as all postsecondary students.

6. High school students participating in Dual Enrollment must meet the College's admission requirements for an associate or baccalaureate degree. Students must have college level SAT, ACT, or PERT scores. Students must be recommended for participation by their high school counselor. The recommendation should consider whether the student possesses the level of maturity and responsibility needed to handle a college campus.

7. Participating students must maintain a "C" or better in each class to remain in the program.

8. Dual Enrollment programs are designed for students who have a level of maturity and responsibility appropriate for a college campus. Dual Enrollment students will be enrolled in classes with the general student body population, which includes people of diverse ages and backgrounds, and they should have social skills sufficient to interact

with fellow classmates and professors. Students who have not demonstrated such maturity based on conduct and disciplinary history, attendance records, and other available information may be denied admission or be removed from the program.

Students should understand that the amount of work necessary to succeed in Dual Enrollment courses may be greater than in high school courses. Grades from Dual Enrollment courses become part of a student's permanent academic record and are calculated into the student's permanent postsecondary GPA. This academic record can have long lasting consequences including admission to a university, academic standing, and financial aid eligibility.

Regardless of academic performance, the College may remove a student from the Dual Enrollment Program if the Director of the High School Dual Enrollment Program determines that the student exhibits immature behaviors or is inappropriate or is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. The decision of the Director of the High School Dual Enrollment Program may be appealed to the Provost of the College; the Provost's decision shall be final.

9. While appropriate for college level study, course materials/class discussions may reflect topics not typically included in secondary courses, which some parents may find objectionable for minors. Instructors may not be aware that minor children are in the classroom. College courses will not be modified to accommodate variations in student age and/or maturity. College faculty have academic freedom and may discuss or investigate controversial issues as part of the class.

10. Dual Enrollment students shall not pay application, matriculation, tuition, and/or laboratory fees.

11. The School Board will reimburse the College, within 45 days from receipt of invoice, for instructional materials assigned for use within courses provided to School Board's Dual Enrollment students. Instructional materials are defined in Section 1006.29(2), F.S., and shall include, but not be limited to, textbooks, consumables, and online codes. Pursuant to Section 1007.271(17), F.S., instructional materials shall be made available to Dual Enrollment students from Florida public high schools free of charge and shall remain the property of the school board against which the purchase is charged.

12. The School Board shall reimburse to the College, within 45 days from receipt of invoice, the standard tuition rate, from funds provided by the Florida Educational Finance Program, for courses taken by Dual Enrollment students at a College facility or online during fall and spring terms. (Students may only register for online classes that are not offered by the Florida College System institution that serves the School Board's county). This provision does not apply to courses taken during the summer. The parties do not anticipate any courses to be delivered outside of these two delivery methods (at College facility or online), but in the unlikely event that an alternate course delivery is considered, cost sharing and reimbursement terms will be negotiated and agreed to in writing in

accordance with Florida law prior to the commencement of said delivery; nothing herein requires the parties to consider alternate course delivery.

13. The Dual Enrollment Program counselors will act as intermediaries between parents/guardians and College faculty and will comply with the Family Educational Rights and Privacy Act (FERPA). Because the High School Dual Enrollment Program wishes to foster student independence and responsibility, parents/guardians are strongly discouraged from directly contacting College faculty to discuss their children.

14. Dual Enrollment counselors or a designee will monitor academic progress and student attendance. However, the Dual Enrollment Program is dependent on College faculty to submit information on the College's academic monitoring system. Counselors or a designee will provide support services and contact parents and the school of record if performance is unsatisfactory.

15. Graduating seniors who have met all of their high school graduation requirements by the end of the College's spring semester are not eligible for Dual Enrollment status, including fee exemptions, during the subsequent summer term even if the registration period or College classes begin prior to the student's actual graduation date. If a student desires to register for a College class beyond their allotted time in Dual Enrollment, the student must pay the College tuition and fees for continued enrollment. However, seniors who do not complete graduation requirements by the end of spring term may enroll in summer terms if the College course will fulfill the course requirements needed for high school graduation.

16. The College shall forward a transcript to the student's home and to the high school of each student participating in the Dual Enrollment Program pursuant to this agreement. The School Board agrees to accept all college credit earned at the College and to weight college courses for GPA purposes as specified in Section 1009.531(3), F.S.

17. Dual Enrollment students will receive the same recognition at their school's graduation as other students concerning the conferring of honors. Eligible seniors will graduate from the high school in which they are enrolled. Students graduating from the College with a degree or a postsecondary certificate will be permitted to participate in the College's graduation ceremony.

18. Students and parents should recognize the expertise and experience of the Dual Enrollment counselor with regard to appropriate course selection and maximum semester hours. The Dual Enrollment student is establishing a permanent college transcript which could negatively impact future postsecondary education admissions and financial aid eligibility.

19. Students with IEP or 504 Plans who wish to request accommodations may submit the appropriate paperwork, such as an accommodation plan, psychological evaluation, or 504 eligibility plan, along with their application so that accommodations can be arranged through the College's Disabilities Resource Center (DRC) in accordance with the laws governing students with disabilities at postsecondary institutions. The high school will

provide the information to the College at the student's request. Accommodations will not be granted retroactively, so it benefits the student to submit appropriate paperwork as early as possible.

20. Each of the School Board's students enrolled in the Dual Enrollment Program shall be deemed a student of the College as to the academic and disciplinary rules. Dual Enrollment students also follow the College calendar, grading system, and attendance policies. While on the College campus or while performing educational requirements associated with their college coursework, students are subject to the rules and regulations of the College. Students must be aware of and abide by the College's Student Conduct Code, including the academic dishonesty policy, which prohibits cheating, plagiarism, fabrication, etc.

21. Dual Enrollment counselor(s) will utilize the state's Dual Enrollment Course Equivalency list and the wide array of college courses to provide high school students access to postsecondary curriculum. In addressing the courses and programs available to students, the Dual Enrollment Course Equivalency list is a starting point and is not viewed as limiting Dual Enrollment course offerings. Section 1007.271(14), F.S., states that the Department of Education shall approve any course for inclusion in the Dual Enrollment Program that is contained within the statewide course numbering system. The College has had relatively few restrictions on college courses available to high school students. Generally, restrictions include the core curriculum of the highly competitive health sciences programs and other programs that are considered limited access programs. The College reserves the right to limit Dual Enrollment participation in these areas. Course offerings may be added, revised, or deleted at any time.

22. Students shall be responsible for their own transportation.

23. Dual Enrollment Transfer Guarantees

Dual Enrollment courses will receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, Dual Enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Florida Dual Enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Numbering System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same college or university where they earned the Dual Enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through Dual Enrollment.

24. The College and School Board hereby authorize the President or designee and the Superintendent or designee to administer the terms and conditions of this Agreement.

25. If any provision(s) of this agreement is in conflict with any law, statute, or rule of a superior governing body, then such part(s) shall be deemed inoperative to the extent such part(s) conflicts therewith and the total agreement shall be automatically deemed to be modified to comport with such law, statute, or rule.

26. This Agreement replaces any previously executed agreements between the parties regarding the Dual Enrollment Program. This Agreement shall be effective upon execution by both parties. This Agreement is automatically renewed for additional one (1) year periods unless either party provides the other party with written notice of termination no later than 60 days prior to the expiration of the academic year (in which case the termination will be effective for the following academic year).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates shown below and submit they have the legal authority to commit the parties to this Agreement.

THE DISTRICT BOARD OF TRUSTEES
OF SANTA FE COLLEGE, FLORIDA

By: _____

Printed Name: Caridad E. Lee

Title: Chair

Date: 9/15/15

THE SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA

By: _____

Printed Name: Jerry A. Scarborough

Title: Superintendent

Date: AUG 2 5 2015

_____
Chairperson, Suwannee County School Board

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

SUWANNEE COUNTY SCHOOL BOARD

Junta Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of ELL Committee Meeting

Student: _____ **School:** _____ **Grade:** _____
Date: _____

Dear Parent/Guardian,

You are invited to attend an English Language Learner (ELL) Committee meeting that has been scheduled to discuss information regarding your child's English language proficiency, academic progress, and educational program placement. It is important for you to attend, to become informed about your child's progress, and participate in important educational decisions for your child. If you are unable to attend, would like to participate by telephone, or would like to reschedule, please contact the school at _____.

Purpose of ELL Committee Meeting:

☐ Placement ☐ Plan Update/Change ☐ Extension of Services ☐ Committee Exit ☐ Other:

The meeting is scheduled for:

Date: _____ **Time:** _____ **Location:** _____

Notificación de Padres de la reunión del Comité ELL

Estudiante: _____ **Escuela:** _____ **Grado:** _____
Fecha: _____

Estimados Padres/Tutor,

Usted está invitado a asistir a una reunión del Comité de Estudiantes del Idioma Inglés (ELL) que ha sido programada para hablar sobre la información del dominio del idioma inglés de su hijo, el progreso académico y la colocación del programa educativo. Es importante que usted asista, se informe sobre el progreso de su hijo y participe en las decisiones educativas importantes para su hijo. Si no puede asistir, le gustaría participar por teléfono, o desea cambiar la fecha, por favor comuníquese con la escuela al _____.

Propósito de la reunión del Comité de ELL:

☐ Colocación ☐ Actualización del plan/Cambiar ☐ Extensión de Servicios ☐ Salida del Comité ☐ Otro:

La reunión está programada para:

Fecha: _____ **Hora:** _____ **Lugar:** _____

Sincerely/Atentamente,

_____
School Counselor/Consejero Escolar

Invitation By Phone:

Date: _____ **Time:** _____ **Caller:** _____

Parent Will attend: **YES** **NO** **By Phone** **Rescheduled for:** _____

SUWANNEE COUNTY SCHOOL BOARD

Junta Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Program Ineligibility

Student: _____ **School:** _____ **Grade:** _____

Date: _____

Dear Parent/Guardian,

Based on the information provided on the Home Language Survey completed as part of the enrollment packet, your child was assessed to determine their eligibility for the English for Speakers of Other Languages (ESOL)/Title III ELL Program. This is to notify you that your child was assessed as proficient in English and does not qualify for the ESOL/ELL Program.

For further information, please contact the school at _____.

Notificación de Padres Sobre Inelegibilidad al Programa

Estudiante: _____ **Escuela:** _____ **Grado:** _____

Fecha: _____

Estimados Padres/Tutor,

Basado en la información proporcionada en la Encuesta de Idioma del Hogar que se completó com parte del paquete de inscripción, su hijo fue evaluado para determinar su elegibilidad para el Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/Título III ELL. Esto es para notificarle que su hijo fue evaluado como proficiente en idioma inglés y no califica para el Programa ESOL/ELL.

Para más información, por favor comuníquese con _____.

Sincerely/Atentamente,

Guidance Counselor/Consejera/Consejero

SUWANNEE COUNTY SCHOOL BOARD

Junto Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Late ESOL Screening

Student: _____ **School:** _____ **Grade:** _____

Date: _____

Dear Parent/Guardian,

When you enrolled your child in Suwannee County Schools, you completed a Home Language Survey. Based upon information from this survey, your child should have been assessed within four weeks of initial enrollment in school to determine their proficiency level in English. Your child has not been screened within this time limit because:

☐ The assessment schedule for testing potential ELL students could not meet the number of students who needed testing; however your child has been placed temporarily in an appropriate course/class with ESOL support.

☐ Please specify other reason(s): _____

Your child will be tested no later than _____. You will be notified with the results of the assessment.

Notificación de Padres de la detección tardía de ESOL

Estudiante: _____ **Escuela:** _____ **Grado:** _____

Fecha: _____

Estimados Padres/Tutor,

Cuando usted inscribió a su hijo (a) en las Escuelas del Condado de Suwannee, usted llenó una encuesta sobre el idioma que se habla en el hogar. Basado sobre la información de la encuesta, su hijo/a debería haber sido evaluado dentro de cuatro semanas de la inscripción inicial de la escuela para determinar su nivel de dominio del inglés. Su hijo no ha sido evaluado dentro de este límite de tiempo porque:

☐ El calendario de la evaluación para evaluar a los posibles estudiantes de ELL no pudo cumplir con el número de estudiantes que necesitaban ser evaluados; sin embargo, su hijo ha sido colocado temporalmente en un curso/clase apropiada con apoyo de ESOL.

☐ Por favor, especifique otra razón(es): _____

Su hijo será evaluado no más tardar del _____. Usted será notificado de los resultados de la evaluación.

Sincerely/Atentamente,

Guidance Counselor/Consejera/Consejero

SUWANNEE COUNTY SCHOOL BOARD

Junta Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/Titulo III Estudiantes del Idioma Inglés (ELL)

Parent Notification of Program Exit

Student:_____ **School:**_____ **Grade:**_____

Date:_____

Dear Parent/Guardian,

Your child has been a participant in our district ESOL/ELL program. According to state and federal law, our school district is required to annually assess the English language proficiency of your child in listening, speaking, reading, and writing. Based on the following criteria, we are pleased to inform you that your child has demonstrated English language proficiency and is no longer eligible for English Language Learner services:

Exit Criteria Options:

Option 1 - Assessment *(check one/ELL Committee Meeting Not Required):*

☐ **Basis of Exit for Grades K-2:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains.

☐ **Basis of Exit for Grades 3-9:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains and a passing score of level 3 on the state English Language Arts assessment.

☐ **Basis of Exit for Grades 10-12:** ACCESS for ELLs score of 4.0 or higher on Overall and Reading domains and a passing score of level 3 on the state English Language Arts assessment or an equivalent concordant score pursuant to 1008.22, F.S.

☐ **Basis of Exit for Students who took Alternative Assessment and FSAA:** Alternative Assessment score of P1 and a passing score on FSAA.

Option 2 - ELL Committee *(At least 2 of the following 5 criteria must be checked and documented in the student's ESOL folder/ELL Committee Meeting Required/ACCESS for ELLs results or LLK Screener no earlier than 30 days before Committee decision):*

☐Extent and nature of prior educational experience and student interview.

☐Written observation and recommendation by current and previous instructional and support services staff.

☐Level of mastery of basic skills in English and/or heritage language according to state or national criterion-referenced standards, if any.

☐Grades from current or previous years.

☐Results from assessments other than ACCESS for ELLs or FSA.

Although your child is no longer eligible for ESOL/ELL services, academic achievement will continue to be monitored for two years from the time English language proficiency was attained. If you have any questions about your child's placement or the type of program options available to you, please contact the following person at your child's school:

Name: **Title:** **Phone:**

Email: @suwannee.k12.fl.us

Sincerely,

SUWANNEE COUNTY SCHOOL BOARD
Junto Escolar del Condado de Suwannee

English for Speakers of Other Languages (ESOL) Title III English Language Learner (ELL) Program
Programa de Inglés para Hablantes de Otros Idiomas (ESOL)/ Título III Estudiantes del Idioma Inglés (ELL)

Notificación de Padres de la Salida del Programa ESOL/ELL

Estudiante: _____ **Escuela:** _____ **Grado:** _____

Fecha: _____

Estimados Padres/Tutor,

Su hijo ha participado en nuestro programa ESOL/ELL del distrito. De acuerdo con las leyes estatales y federales, nuestro distrito escolar está requerido a evaluar anualmente el dominio del idioma inglés de su hijo en cuanto a escuchar, hablar, leer, y escribir. En base en los siguientes criterios, nos complace informarle que su hijo ha demostrado el dominio del idioma inglés y ya no es elegible para los servicios de Estudiantes del Idioma Inglés:

Opciones de Criterios de Salida:

Opción 1 - Evaluación *(Marque uno / No se requiere reunión del comité ELL):*

☐ **Base de Salida de Grados K-2:** ACCESS para los ELLs con un puntaje de 4.0 o más en Dominios Generales y Lectura.

☐ **Base de Salida de Grados 3-9:** ACCESS para los ELLs con un puntaje de 4.0 o más en Dominios Generales y Lectura y puntaje de aprobación de nivel 3 en Artes del Lenguaje Inglés.

☐ **Base de Salida de los grados 10-12:** ACCESS para los ELLs con un puntaje de 4.0 o más en los Dominios Generales y Lectura y puntaje de aprobación de nivel 3 en Artes del Lenguaje Inglés o un puntaje concordante equivalente de condordante equivalente de conformidad con 1008.22 F.S.

☐ **Bases de Salida para Estudiantes que tomaron la Evaluación Alternativa y FSAA:** Puntaje de evaluación alternativa de P1 y/o puntaje de aprobación en FSAA.

Opción 2 –Comité ELL *(Por lo menos 2 de los 5 siguientes criterios deben ser revisados y documentados en la carpeta del estudiante ESOL/Requiere Reunión del Comité ELL/ Resultados de ACCESS para los estudiantes de ELLs o Evaluación de LLK no antes de 30 díasantes de la decisión del Comité):*

☐ Extensión y características de la experiencia educativa previa y la revisión de los estudiantes

☐ Observación escrita y recomendación de personal actual y anterior de servicios de instrucción y apoyo

☐ Nivel de dominio de las habilidades básicas en inglés y / o idioma del lenguaje tradicional de acuerdo con las normas estatales o nacionales referidos a criterios, si corresponde

☐ Grados de años actuales o anteriores

☐ Resultados de evaluaciones distintas de ACCESS para ELL o FSA.

Aunque su hijo ya no es elegible para los servicios de ESOL/ELL, el rendimiento académico continuará siendo monitoreado durante dos años desde el momento en que se logró el dominio del idioma inglés. Si tiene alguna pregunta sobre la colocación de su hijo o el tipo de opciones de programas disponibles para usted, por favor comuníquese con la siguiente persona en la escuela de su hijo:

Nombre: **Título:** **Teléfono:**

Correo electrónico: @suwannee.k12.fl.us

Atentamente,