

SUWANNEE COUNTY SCHOOL BOARD
REORGANIZATION MEETING
November 22, 2022

AGENDA

Call to Order – 5:30 p.m.

Superintendent Presiding

1. Election of School Board Officers to serve through November 2023.

Chairman Presiding

2. Establishment of official meeting dates and times through November 2023.
3. Selection of one School Board member to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District.

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
November 22, 2022

AGENDA

Call to Order – 5:55 p.m.

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

#4.141 Educational Field Trips and Extracurricular Trips (*Revised*)
2. Final review of additions and revisions to the Suwannee County School District Elementary and Secondary Student Progression Plans for 2022-2023. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
November 22, 2022

AGENDA

Call to Order - 6:00 p.m.

Pledge to the flag

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 6-29)

October 11, 2022	- Workshop Session
	- Special Meeting
October 25, 2022	- Workshop
	- Expulsion Hearings (Private)
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for November 2022.
3. The Superintendent presents the following bills for the period November 1-30, 2022:

General Checking Account

General Fund 1000	\$1,244,866.83
LCI Fund 3200	81,615.94
Food Service Fund 4100	485,366.78
Federal Fund 4200	201,265.64
Other Cares Act Relief Fund 4420	11,095.99
ESSER II Fund 4430	280.80
ESSER III - ARP 4450	380,761.42
OTHER ARP ACT RELIEF 4460	2,880.71
	<u>\$2,508,134.11</u>

Payroll Checking Account

General Fund 1000	\$3,495,546.16
Food Service Fund 4100	138,955.17
Federal Fund 4200	322,476.45
Other Cares Act Relief Fund 4420	3,913.38
ESSER II Fund 4430	27,658.14
ESSER III - ARP 4450	70,467.76
OTHER ARP ACT RELIEF 4460	7,317.40
	<u>\$4,066,334.46</u>

Total \$6,574,468.57

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

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-4	III-4	IV-4 (Federal)

5. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2023-99 Contract between the Florida Learning Alliance, Inc. (FLA, Inc.) and the District School Board of Suwannee County to provide a staff development management system referred to as the Track Application and related support services *(Renewal/Revised)* (pgs. 30-43)
- #2023-100 Engagement Agreement between Rumberger, Kirk, and Caldwell P.A. and Suwannee County School District for legal services *(Renewal/Revised)* (pgs. 44-51)

6. The Superintendent recommends approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SHS FFA	Cash Donation (\$5,000)	Suwannee FFA Alumni
SMS General Fund	Cash Donation (\$1,000)	SHS Weightlifting

7. The Superintendent recommends approval of the following student transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Matthew	Partin	Suwannee	Columbia	8

8. Human Resources Transactions (pgs. 52-57)

REGULAR AGENDA

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

#4.141 Educational Field Trips and Extracurricular Trips *(Revised)*

2. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2022-2023. (Copies are available for review in the office of the Director of Curriculum and Instruction.)
3. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#2.021 Superintendent's Compensation (**pg. 58**)

4. The Superintendent recommends approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-101 Professional and Technical Services Agreement between Kelly Grimes and the School Board of Suwannee County, Florida, through RIVEROAK Technical College, to develop curriculum and laboratory activities, provide clinical simulation and clinical facility instruction, and maintain simulation equipment. (New) (**pgs. 59-71**)

5. The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2022.
6. Comments from Student Ambassadors
7. Legal Counsel's Report
8. Superintendent's Report
9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
October 11, 2022

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 9:53 a.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Jennifer Beach, Amy Boggus, Tammy Boggus, Michael Braun, Bill Brothers, Leigh Fernald, Lisa Garbett, Ronnie Gray, Angel Hill, Malcolm Hines, Dee Dee McManaway, Haley Radford, Kecia Robinson, UTSC President Eric Rodriguez, Angie Stuckey, Marsha Tedder, Julie Ulmer, Kelly Waters, Jimmy Wilkerson (arrived at 9:15 a.m.), Josh Williams, Kelli Williams, and Laura Williams.

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

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

- 2022-2023 Elementary and Secondary Student Progression Plans

Ms. Barrs and Ms. Kelli Williams discussed the Out of Field Teachers list coming up as an item for approval on the Special Meeting Agenda Addendum, as well as the way the certification program works.

Ms. Barrs distributed and reviewed handouts regarding Student Progression Plans.

Assistant Superintendent of Malcolm Hines
Administration Department Update

- Policy Updates (pgs. 2-4)

Mr. Hines discussed the proposed changes to Policy 4.141 and distributed a handout, which was revised from the document included in the agenda packet.

- New Form (pgs. 5-6)

Mr. Hines discussed the proposed new form #5100-103, which requires consent by parent/legal guardian for treatment of a minor during voluntary extracurricular activities for school year 2022-2023; it will be implemented when spring sports begin.

(Note: Mr. White is now present at the Workshop during Mr. Hines' presentation.)

Economic and Demographic Research Discussion.....Jerry Taylor

Mr. Taylor discussed the recent Florida Office of Economic and Demographic Research (EDR) Salaries of Elected County Constitutional Officers and School District Officials for Fiscal Year 2022-2023 report. He pointed out the disparity between the salaries of the offices of Sheriff and School Superintendent in Suwannee County. Mr. Taylor stated that in 1986 the two annual salaries were the same but that the gap has gradually widened such that the salary for the office of Sheriff is now substantially higher than the School Superintendent. He reviewed Florida Statute 1001.47, which provides options for increasing the salary for the office of School Superintendent. Mr. Taylor stated that certifications, continuing education, and leadership development acquired by the Superintendent, along with the fact that the position supervises substantially more employees and has a much larger budget than the Sheriff position, shows a salary increase is justified.

He encouraged Board members to look at the numbers, as well as the job responsibilities, and to consider adjusting the salary for the office of the Superintendent; he provided four options for consideration.

Dr. Brothers compared Suwannee County to similar Sumter County, stating the current salary for the SCSD Superintendent is \$20,000 less than the Sumter County Superintendent. He compared the salaries of the Suwannee County Sheriff and Superintendent positions and advised that the Superintendent has eight times more employees and six times the budget of the Sheriff. Dr. Brothers pointed out that the Superintendent position is an elected position; 98% nationwide are appointed, and salaries are in the \$200,000 range. He believes it is right to take a very serious look at correcting the disparity. He also stated the Superintendent does not receive the fringe benefit of accumulating sick or annual leave.

UTSC President Rodriguez was in favor of increasing the pay for the office of Superintendent and asked that veteran teachers also be kept in mind.

Mr. Roush stated the issue is not about himself, personally, but about the position; the issue needs to be fixed.

Mr. Braun stated that it is important to consider the math, as well as the position. He believes that if the math shows the disparity, the matter needs to be addressed for the future.

Mr. White stated the Superintendent does an exceptional job. He stated there is a professional/business side and a personal side to the issue. Mr. White stated he is not interested in changing current Board policy and expressed concern about protecting the general fund, citing the current status of the District's food service program and the coming inflation crunch.

Mr. daSilva stated the Board must consider the office of the Superintendent of Schools and put aside personal feelings. He stated the community doesn't always recognize the importance of taking care of its educators. He advised that the Board has looked at increasing pay for teachers, but that the position of Superintendent was put on the back burner. He stated it would be dangerous if the county ever wanted to go from an elected to appointed Superintendent; no qualified, professional person would want the job for the kind of money it currently pays. He stated the math does not add up when reviewing the EDR report and that it would be hypocritical of the Board to provide stipends, etc. for educators but neglect the Superintendent position, since the Superintendent participates in ongoing certifications, professional development, etc. Mr. daSilva stated it is the right thing to do in order to maintain a level of professionalism.

Mr. Crawford stated he is in favor of a salary increase for the office of Superintendent. He stated that in comparing our district to others, we are more successful financially, etc.

Mr. Alcorn stated we have one of the better districts and Superintendents in the State of Florida.

Mr. Dietzen stated it is hard to separate the person from the position. He stated it is divisive to have an appointed Superintendent. Mr. Dietzen advised that the Superintendent hasn't had a raise in years and that the Board has the power to provide a salary increase through statute. He added that Mr. Roush has a state-wide reputation of excellence, which makes the District look great, overall. Mr. Dietzen stated that in order to attract a professional for the Superintendent position, we must keep the standards high, adding that there won't even be a noticeable fund balance difference. He also stated that the Superintendent's relationship with the

Union is invaluable. Mr. Dietzen commended Mr. Taylor for acknowledging the obvious EDR report discrepancy.

The consensus of the Board was to place the item on a future agenda.

Superintendent Update Ted Roush

- Teacher recruitment and retention was to be a topic on a DOE discussion panel prior to Hurricane Ian. Current Florida education laws have increased by 450 pages since 2010, and the amount of stress and responsibility on administrators and teachers has grown exponentially. This is something we need to discuss with our legislative delegation.
- Marsha Brown is not present at tonight's meeting, as she is visiting her newborn grandson down state.
- Janene Fitzpatrick is currently visiting her daughter in Baltimore. She is facing serious health concerns; requested that she and her family be kept in our thoughts and prayers.
- The SHS Bulldog Bash is Thursday night, and the Homecoming parade and game are on Friday.
- The SCSO Employee Wellness Center is open and running. Information regarding flu shots at no cost will be sent out to employees. The grand opening is October 25 at 4:30 p.m. Business hours are Monday, Wednesday, and Thursday, from 9:00 a.m. until 5:30 p.m.
- Prior to the regular Board meeting in Branford on October 25, a workshop will be held in the Board room at 12:00 p.m. to discuss the Five Year Facilities Work Plan. There will also be two expulsion evidentiary hearings to be heard by Hearing Officer Alcorn, beginning at 2 p.m., before the Wellness Center grand opening.
- In the aftermath of Hurricane Ian, four employees from the Facilities Department have been working in Sarasota County since last Thursday. They have been removing debris for students and staff and plan to return tomorrow or Thursday. These employees will receive special recognition at a future Board meeting.
- There is a need to hold a short executive session after the special meeting to discuss FSAT and school safety matters.

The workshop adjourned at 11:02 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
October 11, 2022

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 Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom.

Chairman Taylor called the meeting to order at 11:08 a.m.

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

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the RIVEROAK Technical College Procedures for Criminal Justice Information Services (CJIS), as required by the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI). (pgs. 2-13)

MOTION CARRIED UNANIMOUSLY

2. Discussion and action on appointment of a Board member to the District Calendar Committee.

MOTION by Mr. Alcorn, second by Mr. Crawford to appoint Ronald White to serve on the District Calendar Committee. MOTION CARRIED UNANIMOUSLY

3. Discussion and action on the purchase of the Branford Woman's Club property owned by the Town of Branford, Parcel Identification #16-06S-14E-03954-000000.

Mr. Roush advised the appraisal came back at \$82,000. He stated the Branford Town Council has a meeting tonight. Mr. Roush stated the Board would incur some costs associated with the purchase of the property, such as the \$2,500 appraisal. He stated that later on an environmental study, survey, etc. would be needed and suggested deducting these costs from the purchase price. Ms.

DePratter recommended moving forward with acquiring the property, stating it will help with ingress and egress for school buses; the Board will need to decide in the future what to do with the existing building. She stated LCIF funds could be used for the purchase.

MOTION by Mr. daSilva, second by Mr. White, to give the Superintendent authority to negotiate the purchase of the subject property, up to, but not exceeding, the appraised value. MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1.MOTION by Mr. White, second by Mr. Crawford, for approval of the Human Resources Transactions Addendum, which is the Out-of-Field List previously discussed in workshop session (pgs. A2-A3).

(Note: the list below is a revised version of the document distributed at the meeting, as some course titles contained errors.)

2022-2023 Out of Field Teachers Board Approved 10/11/2022					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Brown	Crystal	BES	Elementary Education 1st Grade	Elementary Education K-6, Reading Endorsement, Spanish K-12	ESOL
Browning	Lyndsey	BES	Elementary Education 2nd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Harrell	Sabrina	BES	Elementary Education 1st Grade	Elementary Education K-6, Reading Endorsement, Business Education 6-12	ESOL
Koon	Amanda	BES	Elementary Education 1st Grade	Long Term Substitute/Intern-College of Education Certification Pending	Elementary Education K-6
Ramsey	Lindsey	BES	Support Facilitator PreK Disabled 3-5	Elementary Education K-6, ESOL Endorsement, Reading Endorsement, ESE K-12	Support Facilitator Prek Disabled 3-5
Williams	Kimberly	BES	Elementary Education 3rd Grade	Elementary Education 1-6, Reading Endorsement	ESOL
Carney	Sarah	BHS	M/J Int Reading, M/J	Social Science 6-12,	M/J Int Reading,

2022-2023 Out of Field Teachers Board Approved 10/11/2022

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
			Lang Arts 2	English 6-12, ESE K-12	ESOL
Clark	Tim	BHS	Algebra 1, Physical Education, Weight Training	Physical Education K-12, MG Math 5-9	ESOL
Clary	Erin	BHS	M/J English 3, M/J Int Reading	ESE K-12, English 5-9	ESOL
Combee	Tracy	BHS	Access HS Content	ESE K-12, PreKPrimary Age 3-Grade 3, ESOL Endorsement, Reading Endorsement	Access Courses, Elementary Education
George	Hannah	BHS	M/J US History & Career Planning	Social Science 6-12	ESOL
McClendon	William	BHS	M/J Band 1 & 2, Instru Tech, M/J Chorus 1, 2, 3, Chorus 1, Band 1, 2, 3, 4, 5, Intensive Reading 3	English 6-12, Music K-12	Intensive Reading, ESOL
McInnis	Joshua	BHS	Access Earth & Space Science	Biology 6-12, Math 6-12, French K-12, Integrated Curriculum 5-9, Elementary Education K-6	Access Earth & Space Science, ESE
Metzger	Nancy	BHS	English 1, English 1 Honors	English 6-12, ESOL K-12, Music K-12, Reading Endorsement	ESOL
Stewart	Janet	BHS	All Academic Areas	Elementary Education 1-6, Primary Education K-3, Math 5-9	All Academic Areas
Taber	Lisa	BHS	Biology, Chemistry	Biology 6-12, Chemistry 6-12	ESOL
Taylor	Tommy	BHS	Welding Tech 1, 2, 3, 4	District Certification Welding Pending	Welding Tech 1, 2, 3, 4,
Welch	Karen	BHS	English 2	Elementary Education 1-6, ESE K-12, Reading Endorsement	English 2, ESOL
Wiles	William	BHS	US History, World History, AP US History	Social Science 5-9, General Science 5-9, Physical Education K-12, Driver Education Endorsement	AP US History
Allen	Brandy	CBI	All Academic Areas, ESE courses	Social Science 6-12	All Academic Areas, ESE courses
Bass	Travis	SHS	Algebra 1, Math for	Department of	Algebra 1, Math for

2022-2023 Out of Field Teachers Board Approved 10/11/2022

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
			Data, Access Liberal Arts Math	Education Certification in Math Pending	Data, Access Liberal Arts Math, ESOL
Carney	Steven	SHS	Geometry, Algebra 2	Business Education 6-12	Geometry, Algebra 2, ESOL
Frazier	Theodore	SHS	US Government, Econ Fin Lit, World History, Access US Government, Access Econ Fin Lit	English 5-9	US Government, Econ Fin Lit, World History, Access US Government, Access Econ Fin Lit
Glenn	Michelle	SHS	Intensive Reading	ESE K-12, Social Work PK-12, ESOL K-12, Reading Endorsement	ESOL
Holmes	LaDonna	SHS	Culinary 1	District Certification in Culinary Pending	Culinary 1, ESOL
Leal	Marisley	SHS	English 1, Intensive Reading 1	Elementary Education K-6, Biology 6-12	English 1, ESOL
Matthews	Patriece	SHS	Hope-Physical Education, Weight Training	Business Education 6-12	Hope-Physical Education, Weight Training, Physical Education, ESOL
Perez	Mileydi	SHS	English Honors 1, English Honors 2, English 2	General Science 5-9, Elementary Education K-6, ESOL Endorsement	English
White	Kaitlyn	SHS	English 3, English 4	English 6-12, Social Science 6-12	ESOL
White	Noah	SHS	World History, Psychology	Social Science 6-12	ESOL
Wiggins	Vance	SHS	Algebra 1, Math for Data, Access, Algebra 1B	Social Science 6-12	Algebra 1, Math for Data, Access Algebra 1B, ESOL
Hahn	Alyssa	SMS	M/J Pre Algebra, Math 7th Grade	Social Science 6-12	M/J Pre Algebra, Math 7th Grade, ESOL
Hurst	Logan	SMS	M/J Language Arts 2	Elementary Education K-6, Reading Endorsement	ESOL
Jernigan	January	SMS	Intro Arch & Constr, Applied Engineering	District Certification Pending	Intro Arch & Constr, Applied Engineering
Menhennett	Cody	SMS	M/J Language Arts 3	English 6-12	ESOL
Pennington	Kelly	SMS	M/J Comprehensive Science 2 & 3	Elementary Education K-6, Reading Endorsement	M/J Comprehensive Science 2 & 3
Smith	Tiffany	SMS	Agriculture	Agriculture 6-12	ESOL
Smith	Jared	SMS	M/J Engaged Citizenship	Long Term Sub-Department of	M/J Engaged Citizenship

2022-2023 Out of Field Teachers Board Approved 10/11/2022

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
			Through Service Learning 1	Education Certification Pending	Through Service Learning 1
Wall	Cody	SMS	M/J Civics, M/J Emerg Leaders	Social Science 6-12	ESOL
Williamson	Kayla	SMS	Hope	Physical Education K-12	Hope
Allen	Brandy	SOS	English, Algebra 1A-B, Environmental Science, World History, Intensive Reading, HOPE	Social Science 6-12	English, Algebra 1A-B, Environmental Science, Intensive Reading, HOPE, ESOL
Gustavson	Chantal	SOS	Elementary Education Grades 2-3	Biology 6-12, Math 6-12, French K-12, Integrated Curriculum 5-9, Elementary Education K-6	ESOL
Johnson	Mary	SOS	M/J Language Arts, M/J Math 6-8, M/J Science, M/J Social Studies, Intensive Reading	Elementary Education 1-6, Early Childhood, ESOL Endorsement	M/J Language Arts, M/J Math 6-8, M/J Science, M/J Social Studies, Intensive Reading
Mercer	Lorri	SOS	English 1, 2, 3, 4, Alg 1 A-B, Alg 2, Bio, Eng Sci, Geo, Phys Sci, HOPE, Art, US Govt, US History, World History, Intensive Reading 1-4, Team Sports, Geo,	Elementary Education 1-6, School Counselor PK-12, ESOL Endorsement, Reading Endorsement, ESE K-12	Eng 1, 2, 3, 4, Alg 1 A-B, Alg 2, Bio, Eng Sci, Geo, Phys Sci, HOPE, Art, US Govt, US History, World History, Team Sports, Geo,
Thompson	Keifer	SOS	English 1, 2, 3, M/J ELA 6-8, Alg 1A-B, Geometry, M/J Math 6,7, 8, Bio, Env. Sci, M/J Comp Science 6-8, Phy Sci, M/J Civics, M/J US History, Team Sports, US History, World History, HOPE, Art, Intensive Reading, Fitness,	Social Science 6-12	English 1, 2, 3, M/J ELA 6-8, Alg 1A-B, Geometry, M/J Math 6,7, 8, Bio, Env. Sci, M/J Comp Science 6-8, Phy Sci, Team Sports, HOPE, Art, Intensive Reading, Fitness, ESOL
Wallace	Tracy	SOS	ESE Support Fac Elem	Elementary Education K-6, Reading Endorsement, ESOL Endorsement	ESE
Buchanan	Kimberly	SPE	Elementary Education 2nd Grade	Elementary K-6	ESOL
Chaney	Chelsey	SPE/SSE	Support Facil Prek Disab 3-5, ESE K-12	Social Science 6-12	Support Facil Prek Disab 3-5, ESE K-12/ESOL
Crawford	April	SPE	Elementary Education	Elementary	ESOL

2022-2023 Out of Field Teachers Board Approved 10/11/2022

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
			5th Grade	Education K-6, ESOL K-12	
Davenport	Crystal	SPE	Elementary Education 1st Grade	Preschool Education	Elementary Education, ESOL
Diaz	Janet	SPE	Elementary Education Grade K	Social Science 6-12	Elementary Education, ESOL
Hurst	Nikolas	SPE	Physical Education	Physical Education K-12	ESOL
Jackson	Mallory	SPE	Elementary Education 2nd Grade	Long Term Substitute/Intern- College of Education Certification Pending	Elementary Education, ESOL
Law	Amanda	SPE	Elementary Education 1st Grade	PreK Primary Age 3-Grade 3	ESOL
Sasso	Tralene	SPE	Elementary Education Grade K	Social Studies 5-9	Elementary Education, ESOL
Smith	Taelyn	SPE	Elementary Education Grade K	Preschool Education Birth-Age 4	Elementary Education, ESOL
Terry	Kathryn	SPE	Physical Education	Physical Education K-12, Elementary Education K-6, ESE K-12	ESOL
Torrese	Samantha	SPE	Elementary Education 5th Grade	Elementary Education K-6	ESOL
Voss	Sara	SPE	Elementary Education 1st Grade	PrekPrimary Age 3-Grade 3, Reading Endorsement	ESOL
Bartley-Ramirez	Amanda	SRE	ESE Courses	Business Education 6-12, ESE K-12	ESOL
Belcher	Lauren	SRE	Access Math 4th Grade, Science, Social Studies, Language Arts	Emotionally Handicap K-12, PrekPrimary Age 3-Grade 3, ESOL Endorsement	Elementary Education
Belcher	Lauren	SRE	Access Math 5th Grade, Science, Social Studies, Language Arts	Emotionally Handicap K-12, PrekPrimary Age 3-Grade 3, ESOL Endorsement	Elementary Education
Greene	Jackson	SRE	Elementary Education 4th Grade	Elementary Education K-6	ESOL
Hammock	Nicole	SRE	Elementary Education 1st Grade	Health K-12	Elementary Education, ESOL
Peppers	Cara	SRE	Elementary Education 5th Grade	Long Term Substitute- Department of Education Certification Pending	Elementary Education, ESOL
Anderson	Jessica	SSE	Elementary Education	PrekPrimary Age 3-	ESOL

2022-2023 Out of Field Teachers Board Approved 10/11/2022

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
			Grade K	Grade 3, Reading Endorsement	
Griswold	Julie	SSE	Elementary Education Math and Science 4th Grade	Elementary Education K-6	ESOL
Hoyle	Pamela	SSE	Elementary Education 4th Grade	Elementary Education K-6, Reading Endorsement	ESOL
Lazio	Janice	SSE	Elementary Education 1st Grade	Elementary Education K-6	ESOL
McCook	Jenny	SSE	Elementary Education Grade K	PreK Primary Age 3-Grade 3, Reading Endorsement	ESOL
Ross	Brooklyn	SSE	Elementary Education 5th Grade ELA	Elementary Education K-6, Health K-12, Reading Endorsement	ESOL
Skipper	Becky	SSE	Elementary Education 3rd Grade Math 3rd Grade Science	MG Math 5-9, Elementary Education K-6	ESOL
Warren	Marie	SSE	Elementary Education 3rd Grade	Elementary Education K-6, Reading Endorsement	ESOL
Hufty	Frank	SVS	Chemistry, US Government, World History, HOPE (Combined)	Chemistry 6-12, Social Science 6-12, Biology 6-12, Math 6-12, Driver Education Endorsement, Physical Education K-12	HOPE (Combined)
Jernigan	Patrick	SVS	HOPE (Combined)	Elementary Education K-6, ESOL Endorsement, Physical Education K-12	HOPE (Combined)
Marrero	Jazmin	SVS	HOPE (Combined), Spanish 1	Reading Endorsement, Spanish K-12, ESE K-12	HOPE (Combined)
Bruening	Olivia	RTC	Masonry	District Certification in Masonry Pending	ESOL, Masonry
Mercer	Brayden	RTC	Welding	District Certification in Welding Pending	ESOL, Welding
Blackmon	William	RTC	Automotive	District Certification in Automotive Pending	ESOL, Automotive
Hill	William	RTC	Cyber Security	District Certification	ESOL, Cyber Security

2022-2023 Out of Field Teachers Board Approved 10/11/2022					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
				in Cyber Security Pending	
Thornton	Greta	RTC	Nail Technician	Licensed	ESOL
Willis	Jessica	RTC	Health OCC	Licensed	ESOL

MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

The meeting adjourned at 11:31 a.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
October 25, 2022

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the Branford High School Auditorium, 405 NE Reynolds Street, Branford, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, 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 Resource Officer Brad Mincks, UTSC President Eric Rodriguez, and Student Ambassadors Cash Blalock and Jake Wooley were also present.

Chairman Taylor called the hearing to order at 5:56 p.m.

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

#5.021 Homeless Students (*Revised*)

Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
October 25, 2022

MINUTES

The Suwannee County School Board met in Regular Session on this date in the Branford High School Auditorium, 405 NE Reynolds Street, Branford, 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.

School Resource Officer Brad Mincks, UTSC President Eric Rodriguez, and Student Ambassadors Cash Blalock and Jake Wooley were also present.

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

Student remarks and pledge to the flag by the Branford High School (BHS) Family, Career and Community Leaders of America (FCCLA) organization.

Special Recognition by the Superintendent

- Perfect Scores on 2022 Spring FSA (*Branford schools*)

Principal Huddleston shared that 2017 BHS graduate and Rhodes Scholar Aimee Clesi is featured on the front of the *The Florida Gator* magazine. Aimee was selected to study in England and was the first University of Florida (UF) student since 2000 to be selected; only 12 students have been selected. She is also the first female at UF to be selected. He is working on a framed collage, showing her accomplishments, that can be displayed.

In addition, he stated that BHS has created a new club called the Bassmasters Club, and Erin Roberts is the sponsor. There are currently about 25 students in the club. Area businesses sponsoring the new club have their business name on the club shirts. A shirt was presented to Superintendent Roush.

Mr. Huddleston distributed a calendar showing school events, testing schedules, required drills, etc.

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.)

- UTSC President Eric Rodriguez addressed the Board regarding Item #7 on the Regular Agenda, *Discussion and possible action on salary adjustment for the office of the Superintendent of Schools, based on Economic and Demographic Research review*. He stated the Board received erroneous information at the October 11, 2022 workshop regarding this topic. He stated that in 2010 the Superintendent's salary was \$99,948, compared to \$124,664 in 2022. Mr. Rodriguez advised that the highest teacher salary in 2010 was \$56,230, and the highest salary today is \$66,130. He stated the gap ratio widened from 1.77 to 1.88 during this time period.

Mr. Taylor advised that the aunt of Josh Williams, IT Director, passed away, and to remember that family. He called for a moment of silence.

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

MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of the Consent Agenda.

Mr. White pulled Item #5 for discussion purposes only. He had questions regarding Contracts #2023-89 (with Catapult Learning, LLC) and #2023-98 (with NEFEC). Ms. Barrs responded. Mr. White stated he would like to have discussion at a future workshop regarding the NEFEC contract prior to renewing it next year.

Mr. White also pulled Item #8, Human Resources Transactions, for discussion. He questioned the extra hours for employees and asked why the workload could not be divided or volunteers used. He stated he wants to cut out these extra costs. Mr. Roush responded this is the best way to handle the situation, instead of trying to create a new position.

Mr. Crawford had a question regarding Item #7, Expulsion. Mr. Roush responded.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

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

September 6, 2022	- Public Hearing (<i>Adopt the final Millage Rates and final Budget for 2022-2023</i>) (<u>NOTE</u> : Minutes already Board approved at the September 27, 2022, Regular Meeting, due to Department of Revenue requirements for TRIM compliance.)
September 12, 2022	- Special Meeting
September 13, 2022	- Workshop Session
	- Special Meeting
September 27, 2022	- Regular Meeting

2. Approval of the monthly financial statement for September 2022.
3. The following bills for the period September 1-30, 2022:

General Checking Account

General Fund 1000	\$1,057,330.19
Spec Act Bonds 2200	9,587.50
LCI Fund 3200	59,665.26
Food Service Fund 4100	113,652.84
Federal Fund 4200	60,580.42
Other Cares Act Relief Fund 4420	19,276.14
ESSER II Fund 4430	4,024.71
ESSER III - ARP 4450	512,866.06
OTHER ARP ACT RELIEF 4460	4,968.71
	\$1,841,951.83

Payroll Checking Account

General Fund 1000	\$3,484,024.61
Food Service Fund 4100	141,164.84
Federal Fund 4200	310,357.64
Other Cares Act Relief Fund 4420	4,331.84
ESSER II Fund 4430	28,244.35
ESSER III - ARP 4450	179,436.50
OTHER ARP ACT RELIEF 4460	<u>7,317.40</u>
	4,154,877.18

Total \$5,996,829.01

4. Approval of the following budget amendments for fiscal year 2021-2022:

<u>General</u>	<u>Debt Service</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-3	II-1	III-3	IV-1 (ESSER II)
			IV-1 (ESSER III)
			IV-3 (Federal)
			IV-3 (Food Service)
			IV-2 (Other CARES)

5. Approval of the following contracts/agreements for the 2022-2023 school year:
(RENEWAL) (Note: These contracts have been reviewed and approved by
Board Attorney Leonard Dietzen.)

- #2023-88 Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, and Practical Nurse Education Programs and Notami Hospitals of Florida, Inc. d/b/a HCA Florida, Lake City Hospital (*Renewal/Revised*) (NOTE: This contract replaces Contract #2021-80, which was previously Board approved on November 17, 2020.)
(pgs. 25-62)
- #2023-89 Professional Services Agreement between Suwannee County Public Schools and Catapult Learning, LLC (*Renewal/Revised*)
(pgs. 63-82)

- #2023-91 Affiliation Agreement between the Suwannee County School Board and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy, Live Oak, Lake City, and Madison, Florida (*Renewal/Revised*) (NOTE: This contract replaces Contract #2023-49, which was previously Board approved on June 28, 2022.) **(pgs. 83-97)**
- #2023-98 Addendum to Contract #2023-71 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 28, 2022. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 98-101)**
- NEFEC Resolution
 - NEFEC Main Contract #731-23-051
 - NEFEC Instructional Services Program (ISP), Attachment #23-051-A1 to Contract #731-23-051 (Assistant Superintendent of Instruction, Designee)
 - NEFEC Enterprise Resource Software Products/Skyward, Attachment #23-051-A6 to Contract #731-23-051 (Educational Technology Services)
 - NEFEC Building Code Administrator, Attachment #23-051-A27 to Contract #731-23-051 (Director of Facilities, Designee)
 - NEFEC Human Resources Management Network Services and Related Support Services, Attachment #23-051-A43 to Contract #731-23-051 (Director of Human Resources, Designee)

6. Approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SHS (Weightlifting Sponsorship)	Cash Donation (\$950)	Go Tanning, LLC
SRE (Science Lab)	Cash Donation (\$3,000)	Live Oak Rotary Club

7. Expulsion

Case #2223-07: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year. (*Final Action*)

8. Human Resources Transactions (**pgs. 102-108**)

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#5.021 Homeless Students (*Revised*)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Tim Alcorn, second by Mr. Crawford, for approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2022-2023. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

MOTION CARRIED UNANIMOUSLY

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

#4.141 Educational Field Trips and Extracurricular Trips (*Revised*)
(pgs. 109-110)

MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-97 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician Program, Practical Nurse Education Program, Certified Nursing Assistant Program, and Phlebotomy Program, and ACV Community Services, LLC, Dowling Park, Florida (*New*) (pgs. 111-117)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Florida Safe Schools Assessment Tool (FSSAT) for 2022-2023. (A copy is available for review in the office of the Director of School Safety and Other Administrative Services.)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following form:
(pgs. 118-119)

#5100-103 Assumption of Risk, Waiver, Release & Hold Harmless, Voluntary Extracurricular Activities

MOTION CARRIED UNANIMOUSLY

7. Discussion and possible action on salary adjustment for the office of the Superintendent of Schools, based on Economic and Demographic Research review.

MOTION by Mr. Crawford, second by Mr. Alcorn, to consider one of the four options presented by Mr. Taylor at the October 11, 2022 workshop.

Mr. Taylor provided background information and reviewed the four options regarding possible adjustment of the salary of the office of Superintendent.

Mr. White stated he does not think it is a good idea, considering the financial problems the District may be facing in the near future.

Remaining Board members commented there is a need to increase the salary because of the disparity when comparing the amount to other Superintendent of School positions in the state and with the office of Sheriff of Suwannee County.

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Mr. Alcorn, to go with option 2, which is to revise Board policy that provides for the Superintendent to receive matching performance funds, based on optional professional development programs recognized by the North East Florida Educational Consortium (\$0 - \$4,000 annually based on independent consortium review), the State of Florida, through the annually renewed Superintendent's Special Certification Program (\$0 - \$2,000 annually based on State of Florida certification), and the Chief Executive Officers Leadership Development Program (\$0 - \$7,500 annually based on State of Florida certification). It was clarified that the Superintendent already receives \$2,000 of these monies and that the impact to the General Fund would be an additional \$11,000.

MOTION CARRIED three to two; Mr. Taylor and Mr. White voted NO.

Bill Brothers, Director of Human Resources, clarified that no erroneous information was provided at the October 11 workshop, as was mentioned earlier by UTSC President Eric Rodriguez. He shared that Mr. Rodriguez compared 2010 to 2022, and the information Mr. Taylor discussed with the Board at the workshop was from 1985 to date.

8. Comments from Student Ambassadors

- Student Ambassadors Cash Blalock and Jake Wooley updated the Board on the status of student organization accomplishments, upcoming events, and athletic competitions at their respective schools.

9. Legal Counsel's Report

Mr. Dietzen made the following points:

- He is proud to hear the Board's civil deliberation when discussing the issue of adjusting the salary of the office of Superintendent of Schools

- He has no legal matters to report.

10. Superintendent's Report

Mr. Roush reported on the following:

- Thanked Principal Huddleston for hosting tonight's meeting at Branford High School and appreciates the Bassmaster Club jersey.
- The Branford FFA Chapter is currently at the national convention; it is the chapter's second time in history being nominated for three different titles.
- At this time it is not required that the District make up the days that were missed due to Hurricane Ian. If that changes, we will first look at modifying professional development days.
- The Branford Town Council has directed its attorney to begin work on a contract for selling the Woman's Club property to the School Board. He stated the contract will reflect that the two parties will share in the costs for a survey, environmental study, and appraisal. These costs will come out of the net proceeds to go to the Town of Branford.
- The SCSD Employee Wellness Center grand opening is today at 4:30 p.m. He thanked Mr. Taylor, Mr. Crawford, and Mr. daSilva for representing the District at the grand opening, as he was in an expulsion hearing and unable to attend. Thanked Marsha Brown for coordinating the event with the Chamber of Commerce.
- Information from the State Board meeting last week reveals that the District will be required to have classroom library materials in searchable format; we will need to navigate what that looks like going forward.
- Researching what can be done to improve current employee benefits, including major medical, vision, dental, prescriptions, etc. The current platform discourages potential employees who say they cannot afford the insurance premiums. The District is not compatible with the eight other surrounding school districts; employees seem to be paying a lot for poor coverage, and the issue is not the School Board's contribution. The Superintendent would like to discuss this at a future workshop. He proposed that the District get a new set of eyes and advisement on overall insurance plans; maybe hire someone to help shop the market so that we can find the best out there.
- Regarding the office of Superintendent salary issue, he has not asked for any consideration; Mr. Taylor approached him, and he is very appreciative. Mr. Taylor commented he feels strongly that an increase for the office of Superintendent position was the right thing to do, stating the Superintendent

has spent a great deal of time and effort on the health insurance issue, since serving as Assistant Superintendent, as well as being instrumental in the fruition of the SCSD Employee Wellness Center.

11. Issues and concerns Board members may wish to discuss

- Mr. Crawford spoke on the following:
 - Commended BHS and the student ambassadors
 - Thanked Mr. Huddleston for the information provided.
 - Thanked the Board for approving an increase for Roush; he makes the District look good.
 - Supports increases for teachers, principals, etc.
 - Mr. Roush responded to an insurance question, stating the District cannot be part of the State insurance pool.
- Mr. Alcorn spoke on the following:
 - Students participating in the meeting and our student ambassadors have set the bar high.
 - Commented that Board members will agree and disagree but have handled it well.
- Mr. White spoke on the following:
 - Thanked the Board for allowing him to speak his heart and mind and thanked everyone for coming.
 - Mr. Roush responded to a question regarding the classification of guidance counselors.
 - Glad to hear that the employee health insurance issue is being looked at.
- Mr. daSilva spoke on the following:
 - Proud of what's going on in Branford; thanked BHS administrators for their leadership and the implementation of the Fields of Faith program.
 - Congratulated BHS on the new soccer team and Bassmaster Club.
 - Appreciates everything everyone does to make the Board look good.
- Mr. Taylor spoke on the following:
 - Gave kudos to BES, BHS and Springcrest Elementary for their rankings and dollars received.
 - Thanked Board members for their civility.

- Appreciates the Superintendent for making the District look good.

The meeting adjourned at 8:06 p.m.

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)
HEREIN REFERRED TO AS THE CONTRACTOR AND THE SUWANNEE COUNTY
SCHOOL BOARD, HEREIN REFERRED TO AS THE SCHOOL BOARD, TO
PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED
TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:**

This contract period shall be from July 1, 2022, to June 30, 2023, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR:

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track application and selected services associated with this web-based staff professional learning management system as follows:

- A. To provide instruction on access to the Track application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track application website.
- C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish Track application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To designate Haley Radford as district administrator and first line of contact for users.
- B. To pay the district assessment of \$10,661.00 for school year 2022-2023 (based on 2021-2022 FEFP Third Calculation figures at \$1.75 per FTE). All invoices are due in thirty (30) days from the date of the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

III. MODIFICATION OF CONTRACT

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IV. GOVERNING LAW AND VENUE

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

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

V. 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.

VI. 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.

VII. PUBLIC RECORDS

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

VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative

Signature

Date

**IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary
public or other officer authorized to
administer oaths.)**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who,
being by be first duly sworn, made the following statement:

1. The business address of _____ (Contractor)
is _____.
2. My relationship to _____ (Contractor)
is _____ (relationship such as sole
proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida
Statutes includes a violation of any state or federal law by a person with respect to
and directly related to the transaction of business with any public entity in Florida or
with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or Contract for goods or services to be
provided to any public entity or such an agency or political subdivision and
involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or
material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

_____, (affix seal)
Notary Public

My Commission Expires

X. CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

Date

City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name

Title or Position

Date of Filing

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____, 2022.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

Suwannee County School Board

by Dr. Patrick Wnek, Treasurer

by Ted L. Roush, Superintendent

Dated: _____

Dated: _____

by Jerry Taylor, Chairperson

Dated: _____

“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, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)
HEREIN REFERRED TO AS THE CONTRACTOR AND THE SUWANNEE COUNTY
SCHOOL BOARD, HEREIN REFERRED TO AS THE SCHOOL BOARD, TO
PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED
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- E. To establish Track application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

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- B. To pay the district assessment of \$10,661.00 for school year 2022-2023 (based on 2021-2022 FEFP Third Calculation figures at \$1.75 per FTE). All invoices are due in thirty (30) days from the date of the invoice.
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The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

V. 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.

VI. 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.

VII. PUBLIC RECORDS

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VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative

Signature

Date

**IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary
public or other officer authorized to
administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who,
being by be first duly sworn, made the following statement:

- 1. The business address of _____ (Contractor)
is _____.
- 2. My relationship to _____ (Contractor)
is _____ (relationship such as sole
proprietor, partner, president, vice president).
- 3. I understand a public entity crime as defined in Section 287.133 of the Florida
Statutes includes a violation of any state or federal law by a person with respect to
and directly related to the transaction of business with any public entity in Florida or
with an agency or political subdivision of any other state or with the United States,
including, but not limited to, any bid or Contract for goods or services to be
provided to any public entity or such an agency or political subdivision and
involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or
material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

_____, (affix seal)
Notary Public

_____,
My Commission Expires

X. CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

Date

City, State, Zip Code**SECTION II**

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name

Title or Position

Date of Filing

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____, 2022.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

Suwannee County School Board

by Dr. Patrick Wnek, Treasurer

by Ted L. Roush, Superintendent

Dated: _____

Dated: _____

by Jerry Taylor, Chairperson

Dated: _____

“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, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCSB 2023-100 Revised Renewal

October 26, 2022

Jerry Taylor, Chair
Suwannee County School District
1740 Ohio Ave., South
Live Oak, FL 32064

VIA EMAIL

Re: Suwannee County Schools – Board Attorney Contract

Dear Mr. Taylor:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. (“RKC”) as counsel on behalf of Suwannee County School Board (“SCSB” or “client”), pertaining to legal advice involving school board issues. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

This letter constitutes the engagement agreement (the “Agreement”) between the Client and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience.

1. Scope of Engagement. We have agreed the scope of our engagement will entail legal services for attending workshops, special and regular meetings, staff conferences, contract reviews, attend School Board hearings, answer any inquiries regarding general school law, and perform requested legal services as set forth in your RFP No. 10-215.

RKC is retained by the Board, reports directly to the Board, and shall be directly responsible to the Board. Provided however, nothing in this Agreement shall be construed to prohibit or preclude the rendition of legal services to the Superintendent of Schools and the members of the Superintendent’s staff. It is the express intent of the Board and RKC that the legal advice, counsel, and services of RKC shall be available to the Superintendent, the Superintendent’s staff, and to such other of the Board’s employees as the Board shall designate, including Board Members, the Superintendent, Assistant Superintendents, and

October 26, 2022

Page 2

authorized members of the administrative staff, including Directors, and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

When providing advice to the Superintendent of Schools or other District staff members, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent, or others, would create a conflict of interest or potential conflict of interest with RKC's representation of the Board. At such time as it appears to RKC that a conflict of interest exists or may exist, RKC shall promptly notify the Board and the Superintendent of such conflict or potential conflict. In all instances the Board is the client of RKC and the Board's needs and interests shall be served to the exclusion of the Superintendent or others with whom such conflict exists or may exist.

2. **Limitations on Obligation.** Rumberger, Kirk & Caldwell is not engaged to provide tax advice concerning this matter, including the tax consequences of various outcomes, or settlement proposals. We encourage you to obtain separate tax counsel to consider any potential tax issues.

3. **Fee for Services.** Leonard Dietzen will charge \$225 per hour for all Board related services outlined in this Agreement. Other RKC partners will charge the same rate. RKC Associates will be billed at \$175.00 per hour and RKC paralegals will be billed at \$100 per hour. All legal services will be charged in increments of one tenth (1/10) of an hour for actual attorney time rendered. The firm agrees to submit monthly invoices and to advance all costs up to \$300 per month.

These rates are subject to review and adjustment by mutual agreement in December 2022 and every December thereafter so long as RKC is serving as School Board Attorney.

Mr. Dietzen will agree to make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. RKC will not charge for any attorney fees for travel time to and from Suwannee County. Only IRS approved mileage will be charged.

4. **Costs and Expenses.** In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. RKC shall be reimbursed for expenses incurred on behalf of the Board (i.e., cellular and long distance telephone calls, photocopying, delivery charges, and postage expenses, and the like) at the rate of 1.0 times the actual expenses. All reimbursable expenses related to legal services shall be itemized and included in the monthly invoices. Costs over \$300.00 shall be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

The Board will reimburse RKC for annual dues and assessments actually paid for the Attorney's membership in The Florida School Board Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

October 26, 2022

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The Board will reimburse all travel expenses in accordance with School Board Policy for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the monthly invoices as appropriate.

5. **Payment of Fees and Expenses.** All fees and costs shall be payable on a monthly basis.

6. **Cooperation.** In order to enable us effectively to render the services contemplated, you agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to pending matters before the Board. You agree to cooperate fully with us and to make yourselves or your representatives available to attend meetings, conferences, hearings, and other proceedings as necessary.

7. **Contract Term.** The contract term for the services as School Board Attorney to be performed by RKC will commence on January 1, 2023, and conclude on December 31, 2023, subject to the right of the Board to terminate such services on thirty (30) days written notice to RKC, and subject to renewal for successive one-year terms upon specific approval by the Board at each December Regular Board Meeting.

8. **Client Documents.** RKC will maintain any documents the Board furnishes RKC in RKC's client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is the Board's obligation to advise RKC as to which, if any, of the documents in RKC's files the Board wishes RKC to turn over to the Board. RKC will retain any remaining documents in its files for a reasonable period of time and ultimately destroy them in accordance with its record retention program schedule then in effect.

In the event that RKC's representation is terminated and the Board has not paid for all services rendered and/or other charges accrued on its behalf to the date of RKC's withdrawal, RKC may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in its possession until such charges are paid.

9. **Professional Liability Insurance.** RKC shall at all times maintain professional liability insurance coverage with minimum limits of liability of \$1,000,000.00 per claim; \$1,000,000.00 total limit.

The Board and RKC agree that any dispute regarding RKC's engagement on this matter will be adjudicated in federal or state court in Suwannee County. Florida law will apply without regard to conflict of law principles.

Any funds provided for deposit into the Rumberger, Kirk & Caldwell, P.A. trust account will be placed in a banking institution where the firm has its banking relationship. This is

October 26, 2022

Page 4

currently the Orlando, Florida branch office of Truist Bank. By signing a copy of this letter, you consent to your funds being maintained in this trust account in Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on this ____ day of November, 2022.

**Signed, sealed and delivered in
the presence of these witnesses:**

Suwannee County School Board, Florida

Witness Signature

By _____
Chairman

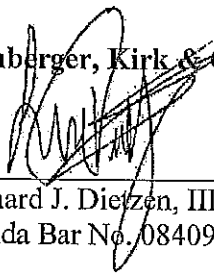
Type or Print Name of Witness

Witness Signature

Ted Roush
Superintendent

Type or Print Name of Witness

Rumberger, Kirk & Caldwell, P.A.



Leonard J. Dietzen, III
Florida Bar No. 0840912

INFO ONLY

Rumberger|Kirk

Leonard J. Dietzen
Attorney
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
101 North Monroe Street
Suite 120
Tallahassee, Florida 32301

Phone: 850.222.6550
Fax: 850.222.8783

ldietzen@rumberger.com
www.rumberger.com

SCSB 2023-100 Revised Renewal

October 26, 2022

Jerry Taylor, Chair
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1740 Ohio Ave., South
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Orlando
Miami
Tallahassee
Tampa
Birmingham

October 26, 2022

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October 26, 2022

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October 26, 2022

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IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on this ____ day of November, 2022.

**Signed, sealed and delivered in
the presence of these witnesses:**

Suwannee County School Board, Florida

Witness Signature

By _____
Chairman

Type or Print Name of Witness

Witness Signature

Ted Roush
Superintendent

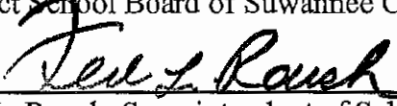
Type or Print Name of Witness

Rumberger, Kirk & Caldwell, P.A.

Leonard J. Dietzen, III
Florida Bar No. 0840912

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
November 22, 2022

TO: District School Board of Suwannee County

FROM: 
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Riverside Elementary:

Susan Helvenston, Teacher, effective January 1, 2023

Suwannee Springcrest Elementary:

Lynda McInnis, Teacher, effective November 15, 2022

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Ryan Huesman, Teacher, effective November 14, 2022

REPLACES: Anne Etcher

Judy Naranjo, Teacher, effective October 24, 2022

REPLACES: Robbie Crews

RIVEROAK Technical College:

Camille Coggburn, LPN Instructor, effective November 14, 2022

REPLACES: New Position

Suwannee Middle School:

Jared Smith, Teacher (Long Term Substitute) effective September 27, 2022

REPLACES: Leslie Fry (*Amended start date*)

RETIREMENT: NON-INSTRUCTIONAL:

Facilities

Kevin Hingson, Maintenance Foreman, effective May 31, 2023

Suwannee Pineview Elementary:

Rosanna Holtzclaw, Food Service Worker, effective November 30, 2022

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:

Nicole Fusco, Paraprofessional (Temporary), effective November 7, 2022

REPLACES: New Position (*Paid out of Title 1 Fund*)

Information Technology:

Austin Hicks, IT Technician, effective November 1, 2022

REPLACES: New Position (*Paid out of General Fund*)

Suwannee High School:

Kaffa Owens, Food Service Monitor (2 hour), effective September 15, 2022

REPLACES: Becky Reaves

Suwannee Riverside Elementary:

Shayla Harris, Paraprofessional (Temporary), effective October 31, 2022

REPLACES: New Position (*Paid out of Title 1 Fund*)

Transportation:

Terrence Bonner, Bus Driver, effective November 1, 2022

REPLACES: Linda Vanous

Ashley Pano, Bus Driver, effective October 25, 2022

REPLACES: Caleb Jones

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Springcrest Elementary:

Stephanie Smith, Paraprofessional, effective November 1, 2022

TRANSFER/REASSIGNMENT:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Crystal Cox	Branford Elem. School Food Service 6 hour	Branford Elem School Food Service 8 hour	Paul Otterbine	October 17, 2022

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

Suwannee Middle School:

Elizabeth Smith, Paraprofessional, effective October 10, 2022 (2.25 hours)

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Sean Conner	Assistant Band Director	Suwannee High School
Luis Huerta Dominguez	Boys' Soccer Coach	Branford High School
Frank Hufty	Assistant Varsity Volleyball Coach	Suwannee High School
Joshua Jacobson	Assistant Varsity Football Coach	Suwannee High School
Daniel Marsee	Assistant Varsity Football Coach	Suwannee High School

Cara Soride
Kayla Williamson

Girls' Soccer Coach
Assistant Girls' Basketball Coach

Branford High School
Suwannee Middle School

MISCELLANEOUS:

Approval for the following:

<u>Mentee</u>	<u>Mentor</u>	<u>Location</u>
Travis Bass	Neena Brown-Thomas	SHS
Olivia Bruening	Cynthia Frye	RTC
Crystal Brown	Mandi Howard	BES
Crystal (Kristi) Bryan	Angela Hester	District
Emilee Cannon	Shannon Daniel	SSE
Chelsey Chaney	Holly Marsee	District
Erin Clary	Monica Jackson	BHS
Crystal Davenport	Rebecca Carter	SPE
Destiny Denson	Kimberly Tuvell	SHS
Janet Diaz	Keeley Messer	SPE
Mark Durham	Maria Toledo-Garcia	RTC
Theodore Frazier	Elisa Hall	SHS
Hannah George	Janet Denise Stewart	BHS
Jackson Greene	Kimberly Bulaskas	SRE
Alyssa Hahn	Stacey Politano	SMS
Nicole Hammock	Michele Turman	SRE
LaDonna Holmes-Ross	Cynthia Frye	RTC/SHS
Nikolas Hurst	Jennifer Wooley	SPE
Mallory Jackson	Laura K. Roberts	SPE
Ariel Jennings	Dyanna Leathlan	SSE
Amanda Koon	Mandi Howard	BES
Amanda Law	Rebecca Carter	SPE
Marisley Leal	Amy Hendry	SHS
Patrice Matthews	Abigail Rodriguez	SHS
Cody Menhennet	Cristina Herrington	SMS
Brayden Mercer	Katie Miller	RTC
Marissa Parks	Julie Dees	BHS
Cara Peppers	Krystal Cundiff	SRE
Kelli Rogers	Kary Black	SHS
Brooklyn Ross	Natalie Haney	SSE
Tralene Sasso	Keeley Messer	SPE
Courtney Sasso	Cierra Keen	SPE
Tiffany Smith	Angela Hicks	SMS
Taelyn Smith	Cierra Keen	SPE
Lisa Taber	Bethany Byrd	BHS
Brittany Thomas	Stacey Skierski	SRE

Keifer Thompson	Lorri Mercer	SOS
Samantha Torrese	April Crawford	SPE
Sara Voss	Jessica Johnson	SPE
Cody Wall	Cristina Herrington	SMS
Barrinisha Washington	Neena Brown	SHS
Kaitlyn White	Jenny White	SHS
Vance Wiggins	Kimberly Tuvell	SHS

District Wide:

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

Heidi Cavitt	Marie Warren	Joann Weber
--------------	--------------	-------------

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

Crystal Brown	Cletia McCullers
Janet Good	Pamela Norton
Christina Mosteller	

Pre-K Extended Day Program:

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

Katelyn Blong	Victoria Henson	Vanessa Mares Isidro
---------------	-----------------	----------------------

Resource Center:

Approval for the following to work as Paraprofessionals in the Resource Center Extended Hours Program:

Naela Salazar
Maritza Torres

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Nelson Perry

VOLUNTEERS:

BHS	Carrie Allbritton	Field Trips
SPE	Alesha Banks	APT/Advisory, Field Trips, Clubs
BES	Sheila Barfield	Classroom, Field Trips, Clubs
SSE	Marolyn Black	Classroom, Field Trips
SMS/SHS	Noah Bower	Classroom
SRE	Toni Burkner	Classroom, Field Trips
BES	Kylie Bustillo	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Ernesto Caparelli	Clubs, Homecoming
BES	Taylor Chesney	APT/Advisory, Classroom, Field Trips
SSE	Chantavious Coleman	Field Trips

SSE	Alexis Cook	Field Trips
SMS/SHS	Destiny Davis	Field Trips, Basketball
SRE	Debra Floyd	Classroom, Field Trips
SHS	Belinda Fries	Clubs, Take Stock In Children
BES	Michael Fusco	Classroom, Field Trips
BES	Nicole Fusco	Classroom, Field Trips
BES/BHS	Brittney Gabey	Classroom, Field Trips
BES/BHS	Kevin Gabey	Classroom, Field Trips
BES/BHS	Martha Gabey	Classroom, Field Trips
SMS/SHS	Lucy Golub	Classroom, Field Trips, Clubs
SHS	Franklin Gonzalez	Soccer
SMS	Jabori Gwinn	Basketball
SSE	Shawntiqua Hart	Classroom, Field Trips
SPE	Anahi Hernandez	APT/Advisory, Classroom, Field Trips, Clubs
SRE	Carol Hingson	Classroom, Field Trips
SPE	Kalob Jenkins	Field Trips
SSE	Faye Jones	Field Trips
SPE	Heather Lang	Classroom, Field Trips
SSE	Sarah Lee	Classroom, Field Trips
SMS/SHS/SRE	Meghan Linton	APT/Advisory, Classroom, Field Trips
BHS	Adan Macias	Clubs, Homecoming
SSE	Phyllis Matthews	APT/Advisory, Classroom, Field Trips, Clubs
BES	Dominique McCormick	Classroom, Field Trips, Clubs
SSE	Lynette McDonald	Field Trips
BES/BHS	Heather McInnis	APT/Advisory, Classroom, Field Trips, Clubs
BES	Joshua McInnis	Field Trips
BES/BHS	Amanda McMillan	Classroom, Field Trips
SSE	Rebecca Miara	Classroom, Field Trips
SMS/SPS/SHS/SSE/ SRE	Anntanica Morgan	APT/Advisory, Classroom, Field Trips Clubs
BHS	Misty Mosley	Classrooms/Field Trips, Clubs
SRE/SMS/RTC/SPE	Gina Nardiello	Classroom, Field Trips, Sports
SRE	Rachel O'Brien	Classroom, Field Trips
SSE	Carmen Olguin	Field Trips
BHS	America Pierce	Field Trips
BES/BHS	Laura Poore	APT/Advisory, Classroom, Field Trips
SSE	Justin Porter	Classroom, Field Trips
SPE	Edgar Quiterio	Field Trips, Clubs
BHS	Jerry Ramsey	Field Trips, Clubs
SRE/SHS/SMS	David Rang	Classroom, Field Trips, Sports
BES	Brenda Raulerson	Classroom, Field Trips
SPE	Sierrah Raulerson	APT/Advisory, Field Trips
BES	Rebecca Rescigno	Field Trips
SRE	Lyndon Rex	Classroom, Field Trips, Sports
SSE	Amanda Rickett	Field Trips
BHS/BES	Jamie Roberts	APT/Advisory, Classrooms, Field Trips, Clubs, Twirling Sponsor
SPE	Kalie Romine	Field Trips
BHS	Perry Sauls	Extra, Girls' Soccer
SMS	Ezra Sheffield	Esports
SSE	Daryl Snodgrass	Classroom, Field Trips

SSE	Melissa Snodgrass	Classroom, Field Trips
SMS/SPE/SRE/SSE/ SHS/RTC	Kasey Stover	APT/Advisory, Classroom, Field Trips, Clubs
SPE	Jennifer Taylor	Classroom, Field Trips
SPE	Mark Warren	Field Trips
SHS	Trevor Willis	Soccer
SSE	Candace Wilson	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Donald Wilson Jr.	Classroom, Field Trips, Clubs
SSE	James Wood	Field Trips
SSE	Debbie Worth	Classroom

End of List
2022-2023
School Year

POLICY:

The Superintendent's compensation shall be adjusted at the beginning of each fiscal year in the manner prescribed by law when such adjustments provide for an increase, including any negotiated increases agreed upon by the Board for school employees. Changes to this initial compensation shall be made either on the anniversary date of his/her election, or at other times when special circumstances occur such as salary raises for other employees. The Board shall provide matching performance funds based on recognized professional development programs offered through North East Florida Educational Consortium (NEFEC), Florida Department of Education (FLDOE), or other State or National Certification programs for Superintendents.

STATUTORY AUTHORITY: 1001.47, F.S.

LAWS IMPLEMENTED: 1001.47, F.S.

History:	Adopted: 9/22/98 Revision Date(s): Formerly: CBD Reviewed by SCSB: 1/12/10
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SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on December 1, 2022, by and between the School Board of Suwannee County, Florida ("SCSB"), and Kelly Grimes (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 commence on December 1, 2022 and end on June 30, 2023, unless terminated sooner as provided herein.

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 I(C) of this Agreement.

6. BILLING

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

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose

to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.
- E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen

(15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
 - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 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 SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this

Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

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

Contractor: Kelly Grimes
1277 171st Road
Live Oak, Florida 32064

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

assigns.

21. PUBLIC RECORDS

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

22. RELEASE OF STUDENT RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 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. 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.

26. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor , Chairman

Date

Ted L. Roush, Superintendent of Schools

Date

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

CONTRACTOR

Witness Signature

Kelly Grimes
Contractor

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence December 1, 2022 and shall terminate June 30, 2023.
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 and clinical facility instruction.
 - c. Meet with Practical Nursing and Patient Care Technician Advisory Committees, program instructors, RTC Director and other interested persons to maintain program accreditation and to prepare and demonstrate forms and procedures required by Florida Board of Nursing.
3. RTC hereby agrees to abide by the following considerations under this agreement.
 - a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
 - b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
 - c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC.

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, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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