SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
August 27, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Florida Sheriffs Youth Ranch Student Volunteers

Special Recognition by the Superintendent:

- Emergency Management Operations Center/Sharon Hingson – Support of the Suwannee County School District

- 2019 State FFA Convention Winners

Suwannee Middle School

Maddie Carte	- First Place: Prepared Public Speech Contest - Finalist: State Star Discovery
Aubrey Reppert	- Finalist: Feeder Swine Proficiency
Kati Taylor	- Finalist: Feeder Steer Proficiency

Branford High School

Casidy Coker	- Awarded State FFA Degree
Wyatte Eakins	- Awarded State FFA Degree - Finalist: Forestry Proficiency
Destiny Fennell	- Awarded State FFA Degree - Finalist: Dairy Proficiency
Chelsey Jackson Gaylard	- Awarded American FFA Degree
Jonathan Gaylard	- Awarded American FFA Degree

Ritchie Glass	- Awarded State FFA Degree
Brianna Lanier	- Awarded State FFA Degree
Haley Phillips	- Awarded American FFA Degree
Trevon White	- Awarded State FFA Degree
Trey White	- Awarded State FFA Degree - Winner: Florida Star Placement
Mckayden Wilkerson	- First Place: Agriscience Fair Division 1 - National Finalist
Barrett Young	- Winner: Florida FFA Vegetable Proficiency - Gold Rank National
BHS FFA Chapter	- Second Place: Agriculture Advocacy Award

Suwannee High School

Bryan Bailey	- Finalist/Winner: Forest Management and Products Proficiency
Chason Howle	- Awarded State FFA Degree
Sarah Beth Lee	- Awarded State FFA Degree - Finalist/Winner: Ag Communications Proficiency
Maggie Reaves	- Awarded American FFA Degree
Dallas Taylor	- Awarded American FFA Degree - Finalist: Fruit and Vegetable Production Proficiency
Will Wood	- Awarded American FFA Degree

- Perfect Scores on 2018 Spring FSA
- NEFEC Principal Leadership Academy Participants
- Brian Dassler Leadership Academy Participants

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. 10-36)**

July 16, 2019	- Expulsion Issues Hearing (Private) - Workshop Session - Special Meeting
July 18, 2019	- Special Meeting (Advertise tentative Millage Rates and tentative Budget for 2019-2020)
July 23, 2019	- Public Hearing - Regular Meeting
July 29, 2019	- Workshop Session - Public Hearing (Adopt the tentative Millage Rates and tentative Budget for 2019-2020)

2. The Superintendent recommends approval of the monthly financial statement for July 2019.

3. The Superintendent presents the following bills for the period July 1-31, 2019:

General Checking Account	
General Fund 1000	$ 590,941.95
LCIF Fund 3200	436,055.57
Spec Act Revenue Bond Fund 3210	124,083.39
Food Service Fund 4100	38,458.31
Federal Fund 4200	79,923.39
	$ 1,269,462.61

Payroll Checking Account	
General Fund 1000	$ 1,082,350.26
Food Service Fund 4100	48,717.13
Federal Fund 4200	154,303.94
	$ 1,285,371.33

Total	$ 2,554,833.94

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

General	Special Revenues
I-13	IV-13 (Federal)

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

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

6. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated August 27, 2019. **(pg. 37)**

7. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-62 Employee Protection Line Subscriber Agreement between in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line Service (*Renewal*) **(pgs. 38-41)**

#2020-64 Provider Agreement Course and Virtual Instruction between Edgenuity, Inc. and Suwannee County Schools (*Renewal*) **(pgs. 42-65)**

#2020-69 Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs (*Renewal*) **(pgs. 66-76)**

8. The Superintendent recommends approval of an out-of-state trip for Branford High School students to attend the 2019 National FFA Convention in Indianapolis, Indiana, on October 29-November 1, 2019. (*Funded by Branford High School CAPE Program funds.*)

9. The Superintendent presents for informational purposes out-of-state travel for the following employees:

Name	Site	Date	Reason	Destination
(*) Anne Etcher	BHS	10/29-11/1/2019	National FFA Convention	Indianapolis, IN

(*) *Funded by BHS CAPE funds.*

10. The Superintendent recommends approval of the following student transfers for the 2019-2020 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Aubriana	Anderson	Suwannee	Dixie	K
Haydan	Anderson	Suwannee	Dixie	3
Allexiss	Bailey	Suwannee	Columbia	6
Alex	Basilice	Suwannee	Madison	9
Caleb	Boatwright	Suwannee	Hamilton	6
Jonathan	Boatwright	Suwannee	Hamilton	7

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brinlee	Clyatt	Suwannee	Levy	4
Layton	Clyatt	Suwannee	Levy	6
Bryce	Cooper	Suwannee	Hamilton	7
Cora	Duncan	Suwannee	Columbia	1
Qwin	Duncan	Suwannee	Columbia	2
Amber	Lambert	Suwannee	Hamilton	10
Aliamae	Leitch	Suwannee	Lafayette	K
Nicolas	McClain	Suwannee	Hamilton	12
Jase	McDonald	Suwannee	Lafayette	K
Hailey	Medina	Suwannee	Hamilton	5
Kayleigh	Nichols	Suwannee	Hamilton	K
Juan	Resendiz	Suwannee	Columbia	11
Jennifer	Stephens	Suwannee	Hamilton	11
Joshua	Wehinger	Suwannee	Columbia	11

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lacey	Bass	BES	SES	3
Larry	Bass	BES	SPS	1
Clayton	Riggs	BES	SPS	PK
Hunter	Riggs	BHS	SMS	6

11. Human Resources Transactions **(pgs. 77-84)**

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. The Superintendent recommends approval of the following resolution for the 2019-2020 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2020-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) **(pg. 85)**

2. Discussion and action regarding the selection and appointment of a School Board Member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2019-2020 school year.

Assistant Superintendent of Administration – Bill Brothers:

3. The Superintendent presents for information/discussion and review purposes School Board Policy #5.1001 – Corporal Punishment. **(pg. 86)**

Assistant Superintendent of Instruction – Janene Fitzpatrick:

4. The Superintendent recommends approval of the 2019-2020 NEFEC Professional Learning Catalog (formerly known as the Master In-Service Plan; developed by NEFEC). (A copy is available for review in the office of the Assistant Superintendent of Instruction.)

5. The Superintendent recommends approval of the Level II School Principal Preparation Program. (A copy of the program document is available for review in the office of the Assistant Superintendent of Instruction.)

6. The Superintendent recommends approval of the 2019-2020 School Improvement Plans for all District schools. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

Director of Career, Technical, and Adult Education – Mary Keen:

7. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-67	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Sorensen Smith and Bay LLC d/b/a Homewood Lodge ALF *(New)* **(pgs. 87-92)**
#2020-68	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Pine House Inc. d/b/a Oakridge *(New)* **(pgs. 93-98)**

Director of Facilities – Mark Carver:

8. The Superintendent recommends approval to extend the substantial completion date of the New Admin/District Office Construction Project of August 15, 2019, in Contract SCSB #2019-65, with Gray Construction Services, Inc., to October 11, 2019. This is due to a delay with the delivery of the Pre-Engineered Metal Building. There will be no increase in costs for any additional General Conditions. **(pgs. 99-104)**

Director of Food Service – Lisa Dorris:

9. The Superintendent recommends approval to award the following bids:

#20-203	Food Service: Supplies to Catko Distributors, Inc. (*New*) **(pgs. 105-106)**
#20-206	Food Service: Bread (information will be provided at the Board Meeting) (*New*)

Director of Human Resources – Walter Boatright:

10. The Superintendent recommends approval of the following personnel items for the 2019-2020 school year:

    a. Freeze the Community Schools Coordinator position at RIVEROAK Technical College (12-months), effective immediately
    b. Add Food Service Monitor position (part-time/hourly; 9-months), effective August 12, 2019
    c. Add Student Success and Safety Advocate position (12-months), effective immediately
    d. Add Job Description #185 – Food Service Monitor (*New*) **(pgs. 108-109)**
    e. Add Job Description #186 – Student Success and Safety Advocate (*New*) **(pgs. 110-112)**
    f. Revise *Non-Instructional Salary Schedule 2019-2020 Lunchroom, Appendix A,* to reflect compensation for the Food Service Monitor position, effective August 12, 2019 **(pg. 113)**
    g. Revise *Non-Instructional Salary Schedule 2019-2020 Community Schools Coordinator, Appendix A,* to reflect compensation for the Student Success and Safety Advocate position, effective immediately **(pg. 114)**

Director of Student Services – Debbie Land:

11. The Superintendent recommends approval of the following contract/agreement for the 2019-2020 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

    #2020-61 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Communication Services, Inc. d/b/a Interpretek (*New*) **(pgs. 115-127)**

School Board Attorney – Leonard Dietzen:

12. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

13. Superintendent's Report

School Board Members:

14. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 16, 2019

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Kayla Rady, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

Administrators and others present: Jennifer Beach, Walter Boatright, Bill Brothers, Lisa Dorris (arrived at 10:15 a.m.), Janene Fitzpatrick, Ronnie Gray, Angel Hill, Malcolm Hines, Debbie Land, Dee Dee McManaway, Kathy Smith, Marsha Tedder (arrived at 10:15 a.m.), Kelly Waters, Jimmy Wilkerson, Josh Williams, and Laura Williams. Maggie Moutin, Investigator, and Corporal Jose Garcia, both with the Suwannee County Sheriff's Office, were also present.

Chairman daSilva called the meeting to order at 9:06 a.m.

Vaping Presentation..... Maggie Mouton, Investigator with Suwannee County Sheriff's Office

Ms. Mouton gave a Powerpoint presentation regarding vaping, along with other drug-related concerns/issues throughout Suwannee County.

The workshop recessed at 11:05 a.m. and resumed at 11:15 a.m.

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

Mr. Brothers reviewed the following:

- Policy #5.1001 Corporal Punishment (*review purposes only*) **(pg. 104)**

The workshop adjourned at 11:23 a.m. and resumed at 12:34 p.m.

School Safety and Other Administrative Services Department Update.....Malcolm Hines

Mr. Hines provided updates on the following:

- Equity Report for 2018-2019 **(pgs. 2-103)**
  Board members provided suggestions for changes/corrections. Mr. Hines answered questions from Board members.

- Emergency Response Plan for 2019-2020
  Mr. Hines distributed and reviewed the Emergency Response Plan (ERP) for 2019-2020; he stated they are in the final stages of completing the ERP. He will email the final copy to each Board member.

Student Services Department Update.....Debbie Land

Mrs. Land distributed handouts and provided an update on the following:
- English Language Learners (ELL) Plan 2019-2022
- Mental Health Assistance Allocation Plan
- Request for Kathy Smith's position to be changed from 11-month, 7.25 hours per day; to 12-month, 7.25 hours per day

Mrs. Land provided info of breakdown of races within our District; she stated that a committed has been formed within our District called "All In Committee." She invited Board members to an event on July 25, at 10:00 a.m., to leave on a school bus from Suwannee Primary School and travel to Branford to go out into the community and let the students know we are excited for them to come back to school; this will be done again in August for the Live Oak community; these events will be posted/advertised on social media.

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

Mrs. Fitzpatrick provided an update on the following:

- Level II School Principal Preparation Program **(pgs. 105-168)**

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:

- SCSD School and District Grades 2016-2019
- SCSD Historic School Grade Ratings 1999-2019
- Yard signs are being made to present to those students who made a "5" on their FSA.

Mr. Alcorn questioned if we are on schedule for the new Suwannee Opportunity School to begin with the start of school this year; Mr. Roush responded yes.

Mr. White questioned if the Coalition will be holding the Back to School Bash this year to hand out back packs and school supplies; Mrs. Fitzpatrick said that the Coalition will not be holding the event. Discussion followed regarding the need for the Coalition to get the word out to the community that it will not be held.

Mr. Taylor questioned the status of the portable fire at Suwannee Primary School. Mr. Roush stated there was no evidence of intentional or malicious start to the fire; it is believed that the fire was due to lightning; we are working with FSBIT to recover the loss of the portable and the contents. Mrs. DePratter commended FSBIT on its prompt response to the situation. At this time, it has been determined that a replacement portable is not needed. Mr. Taylor commended the Live Oak Fire Department for their prompt response and to Supt. Roush and staff for working together and keeping everyone abreast of the situation.

Mr. daSilva reminded Board members of the Special Meeting this Thursday, at 6:00 p.m., regarding the TRIM process.

The workshop adjourned at 2:24 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 16, 2019

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Kayla Rady, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

Chairman daSilva called the meeting to order at 2:36 p.m.

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

Director of Curriculum and Instruction – Jennifer Barrs:
(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

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

   #2020-53 State of Florida Statewide Voluntary Prekindergarten Provider Contract between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board (*Renewal/Revised*) **(pgs. 2-52)**

   MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:41 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 18, 2019

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, and Jerry Taylor, along with Chief Financial Officer Vickie DePratter and Administrative Secretary Karen Lager. Assistant Superintendent of Administration Bill Brothers sat in for Superintendent Ted Roush, who was absent. School Board Members Tim Alcorn and Ronald White, along with School Board Attorney Leonard Dietzen were absent.

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

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

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. Taylor, second by Ms. Cason, for approval to advertise the tentative Millage Rates and tentative Budget for the 2019-2020 school year. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 6:03 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 23, 2019

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, and Jerry Taylor, along with Chief Financial Officer Vickie DePratter and Administrative Secretary Karen Lager. School Board Members Catherine Cason and Ronald White, along with School Board Attorney Leonard Dietzen were absent. Assistant Superintendent of Administration Bill Brothers sat in for Superintendent Ted Roush, who was absent.

School Resource Officer Joe Carey was also present.

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

Assistant Superintendent of Administration – Bill Brothers:

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.)

#5.12	Expulsion of Students (*Revised*)
#5.13	Zero Tolerance for School-Related Crimes (*Revised*)
#5.20	Directory Information (*Revised*)

Chairman daSilva 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
July 23, 2019

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with Chief Financial Officer Vickie DePratter and Administrative Secretary Karen Lager. School Board Member Ronald White was absent. Superintendent Ted Roush arrived at 6:05 p.m. School Board Attorney Leonard Dietzen was absent.

School Resource Officer Joe Carey was present.

Chairman daSilva called the meeting to order at 6:02 p.m.

Student remarks and pledge to the flag by Suwannee Virtual School student volunteers.

Special Recognition by the Superintendent:

- Jerry Taylor – Recognition of service as President of FSBA for the 2018-2019 school year

- Suwannee County Sheriff's Office – 2019 Business Partner of the Year

- Walt's Live Oak Ford – Recognition for support of *Ford Drive 4 UR School* Fundraiser for Branford High School

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

➢ There were none.

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

MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Consent Agenda, along with the following changes:

- Page 5, Item #6 – Out of County Attendance: Mr. Roush stated to strike Thomas Bauman and Zoe Bauman from the agenda item
- Page 40, Contract #2020-48, bottom paragraph: Strike "Independent Training for the Blind" and replace with "Specialized Education Associates, LLC"
- Page 331, Human Resources Transactions, under Supplementary (top of page): change Rhonda Crews to Rhoda Crews
- Page 333, Human Resources Transactions, under Annual Instructional Contracts: change Branford Elementary School (Erin Roberts) to Branford High School; and change Suwannee High School (Frank R. Allen II and Francis [BJ] Cohen) to Suwannee Opportunity School

Mr. Taylor asked, that in the future, to have NEFEC provide a more detailed and concise cost analysis for its yearly contract.

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. 8-30)**

June 17, 2019	- Workshop Session
	- Special Meeting
June 25, 2019	- Workshop Session
	- Regular Meeting

2. Approval of the monthly financial statement for June 2019.

3. The following bills for the period June 1-30, 2019:

General Checking Account	
General Fund 1000	$ 1,045,039.14
LCIF Fund 3200	971,091.89
Spec Act Revenue Bond Fund 3210	234,523.06
Capital Projects - PECO Fund 3300	2,076.57
Food Service Fund 4100	64,073.75
Federal Fund 4200	147,441.05
	$ 2,464,245.46

Payroll Checking Account	
General Fund 1000	$ 3,521,862.97
Food Service Fund 4100	126,794.30
Federal Fund 4200	389,851.98
	$ 4,038,509.25

Total	$ 6,502,754.71

4. Approval of the following budget amendments for fiscal year 2018-2019:

General	LCIF	Special Revenues
I-12	III-12	IV-11 (Food Service)
		IV-12 (Federal)

5. Approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-48 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. (*Renewal/Revised*) **(pgs. 31-60)**

#2020-50 North East Florida Educational Consortium (NEFEC) 2019-2020 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 61-106)**

- NEFEC Resolution
- NEFEC Main Contract #731-20-051
- NEFEC Instructional Services Program (ISP), Attachment #20-051-A1 to Contract #731-20-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Educational Technology Services, Attachment #20-051-A6 to Contract #731-20-051 (Enterprise Resource Software Products/Skyward)
- NEFEC Building Code Administrator, Attachment #20-051-A27 to Contract #731-20-051 (Director of Facilities, Designee)
- NEFEC Human Resource Management Network, Attachment #20-051-A43 to Contract #731-20-051 (Director of Human Resources, Designee)

#2020-51 Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2019-2020) (*Renewal/Revised*) **(pgs. 107-160)**

#2020-52 Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (VA) North Florida/South Georgia Veterans Health System and Suwannee County School Board for RIVEROAK Technical College Surgical Technology and Practical Nurse Education (LPN) Programs (*Renewal/Revised*) **(pgs. 161-183)**

#2020-54 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Renata Beasley d/b/a Renata Beasley Large Family Childcare Home for the Teen Age Parent Program (TAPP) (*Renewal/Revised*) **(pgs. 184-223)**

#2020-55 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 224-238)**

#2020-56 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 239-253)**

#2020-57 Suwannee County Public Schools Rate and Service Contract 2019-2020 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 254-268)**

#2020-58 One-Stop Delivery System Partnership Agreement between North Florida Workforce Development Board, Inc. d/b/a CareerSource North Florida and Suwannee County District Schools-Adult and Community Education (*Renewal/Revised*) **(pgs. 269-289)**

#2020-59 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology, Patient Care Technician, Practical Nurse Education, Surgical Technology, and Medical Administrative Specialist Programs and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) (NOTE: This contract replaces the following contracts, which were previously Board approved on May 28, 2019: #2020-04, #2020-12, #2020-25, and #2020-34) **(pgs. 290-325)**

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

<u>District Reassignment:</u>

FIRST NAME	LAST NAME	TO	FROM	GRADE
~~Thomas~~	~~Bauman~~	~~Suwannee~~	~~Hamilton~~	~~VPK~~
~~Zoe~~	~~Bauman~~	~~Suwannee~~	~~Hamilton~~	~~1~~
Roslyn	Coulter	Suwannee	Hamilton	K
River	Embry	Suwannee	Hamilton	PK
Kendall	Olive	Suwannee	Columbia	PK

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ella	Gaylord	BES	SPS	K
Kydin	Leighton-Crouch	SES	BES	2

7. Human Resources Transactions **(pgs. 326-333)**

HUMAN RESOURCES TRANSACTIONS APPROVED:

RECOMMENDATION FOR THE 2018-2019 SCHOOL YEAR:

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Christopher Tomlinson	M/S Assistant Baseball Coach	BHS

End of List
2018-2019
School Year

RECOMMENDATIONS FOR THE 2018-2019 SUMMER TERM:

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service:
Daisy Couture, Food Service Worker, alternate

MISCELLANEOUS:

Curriculum Department:
Approval for Belinda Fries at Suwannee High School and Tammy Neil at Suwannee Middle School to work up to 32 additional hours (each) during July 1, 2019 through July 18, 2019 to support the Title IV and 21st CCLC summer programs, funded by Title IV.

Food Service:
Approval for the following food service workers' to each work up to 4 additional hours per week from June 3, 2019 through June 24, 2019.

Susana Beltres	Teresa Brannan	Daisy Couture
Toni Vargas-Garcia	Gloria Presley	Uriel Ramirez

Approval for Gloria Presley to work up to 4 additional hours during the week of July 15, 2019 through July 18, 2019 to help close the summer food program.

End of Summer Term List
2018-2019
School Year

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RESIGNATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:
Michael G. Bresk, Teacher, effective June 17, 2019

Suwannee Intermediate School:
Timothy Burbridge, Guidance Counselor, effective July 15, 2019

Suwannee Middle School:
Morgan Williams, Music Teacher, effective July 8, 2019

Suwannee Primary School:
Annemarie Croucher, Teacher, effective June 25, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:
John Stancel, Custodian, effective April 3, 2020

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:
Cheri Kennedy, Paraprofessional, effective July 11, 2019

Transportation:
Debra Durden, Crossing Guard, effective June 17, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Margaret Williams, Guidance Counselor, effective July 29, 2019
REPLACES: Dana Putnal

Suwannee Elementary School:
Kimberly Buchanan, Teacher, effective August 5, 2019
REPLACES: Daphne McClendon
Nicole Hohman, Teacher, effective August 5, 2019
REPLACES: Ashley Threm

Suwannee High School:
Perry Davis, Dean of Students, effective August 5, 2019
REPLACES: Thomas Abercrombie
Frank Hufty, Teacher, effective August 5, 2019
REPLACES: Kenneth Campbell
Katheryn Quincey, Agriculture Teacher, effective July 1, 2019
REPLACES: Mallory Morgan
Benjamin Thomas, Teacher, August 5, 2019
REPLACES: Roger Sumner

Suwannee Intermediate School:
Mary Kinard, Teacher, effective August 5, 2019
REPLACES: Amy Yarick
Darby Pearson, Teacher, effective August 5, 2019
REPLACES: Kelly Pennington
Stephanee Phillips, Teacher, effective August 5, 2019
REPLACES: Kristy Chauncey

Suwannee Middle School:
Logan Hurst, Teacher, effective August 5, 2019
REPLACES: Alexi Wilson

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Frank Allen	SHS/Teacher	SOS/Teacher	8/5/2019	
Justin Bruce	SIS/Teacher	SOS/Teacher	8/5/2019	
Tammy Butts	SHS/Teacher	SMS/Teacher	8/5/2019	Karen Braun
Kristy Chauncey	SIS/Teacher	SES/Teacher	8/5/2019	Cristina Herrington
Francis Cohen	SHS/Teacher	SOS/Teacher	8/5/2019	
Alexander Gonzalez	SHS/Teacher	SMS/Teacher	8/5/2019	Miriam Venero
Jimmie G. Green	SMS/Teacher	SHS/Teacher	8/5/2019	Perry Davis
Cristina Herrington	SES/Teacher	SMS/Teacher	8/5/2019	Sabrina Harrell
Mary Johnson	SIS/Teacher	SOS/Teacher	8/5/2019	

Lindy Meeks	SES/Teacher	SMS/Teacher	8/5/2019	John Johnson
Kelly Pennington	SIS/Teacher	SES/Teacher	8/5/2019	Lindy Meeks
Erin Roberts	BES/Teacher	BHS/Teacher	8/5/2019	Danelle Bradow
Amy Yarick	SIS/Teacher	SHS/Teacher	8/5/2019	Tammy Butts

LEAVE OF ABSENCE (PERSONAL LEAVE/MATERNITY):

Branford Elementary School:
Katee O'Quinn, Teacher, tentatively August 5, 2019 through October 11, 2019, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE/MATERNITY):

Suwannee Intermediate School:
Hanna Moreno, Teacher, tentatively September 13, 2019 through October 25, 2019, without pay, with the option of returning sooner if released by the doctor.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service:
Evelin Najera, 8 hour Food Service Worker, effective August 8, 2019
REPLACES: Amoreena Miller

RIVEROAK Technical College:
Dustin Smith, Custodian, effective July 1, 2019
REPLACES: Claudies Ivey

Suwannee Virtual School:
Heather Holton, Administrative School Secretary, effective July 1, 2019
REPLACES: Position Transferred (Linda Strait)

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Brandy Allen	SHS/Paraprofessional	SES/Paraprofessional	8/5/2019	
Tramane Carwise	SIS/Paraprofessional	SOS/Paraprofessional	8/5/2019	
Debra Davis	SMS/Paraprofessional	SHS/Paraprofessional	8/5/2019	
Stephanie Eady	SHS/Paraprofessional	SOS/Paraprofessional	8/5/2019	
Amoreena Miller	SHS/8 hour Food Service	SHS/6 hour Food Service	8/7/2019	
Ronald Tucker	SHS/Paraprofessional	SOS/Paraprofessional	8/5/2019	

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Georgette Allbritton	Instructional Leadership	SPS
Amy Allen	Instructional Leadership	BES
Frank Allen	Varsity Assistant Football Coach	SHS

Douglas Aukerman	NJROTC Instructor	SHS
Kimberly Boatright	Girls' Golf Coach	SHS
Michael Braun	Athletic Director	SHS
Michael Braun	Varsity Offensive/Defensive Coord.	SHS
Justin Bruce	Head Baseball Coach	SHS
Brian Bullock	Boys' Cross Country Coach	SHS
Brian Bullock	Girls' Head Basketball Coach	SHS
Lisa M. Campbell	CDA	BES
Becky Carter	Instructional Leadership	SES
Keith Cherry	Varsity Assistant Football Coach	SHS
Amanda Clark	Instructional Leadership	BES
Francis (BJ) Cohen	Girls' Assistant Basketball Coach	SHS
Megan Collins	Instructional Leadership	SES
Rhoda Crews	Instructional Leadership	SPS
Krystal Cundiff	Instructional Leadership	SIS
Shannon Daniel	Instructional Leadership	SPS
Kelly A. Davidson	Lead CDA	BES
Rosa Davis	Instructional Leadership	SPS
Julianna Dees	Culinary Arts	BHS
Jason Dobson	Band Director	BHS
Nahjawan Dukes	Varsity Assistant Football Coach	SHS
Anne Etcher	Agriculture Teacher/FFA	BHS
Kimberly Garrett	Instructional Leadership	BES
Danielle Gay	Instructional Leadership	SES
Staci Greaves	Instructional Leadership	SPS
Jimmy Glenn Green	Varsity Assistant Football Coach	SHS
Emily Goss	Instructional Leadership	SIS
Traci Green	JV Football Cheerleader Sponsor	SHS
Traci Green	JV Basketball Cheerleader Sponsor	SHS
Sarah Grillo	Varsity Girls' Soccer Coach	SHS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Varsity Head Football Coach	SHS
Tina Hayes	Instructional Leadership	BES
Jennifer Hitt	Instructional Leadership	SES
Cara Howard	Lead CDA	BES
Mandi Howard	Yearbook Sponsor	BES
Victoria Jensen	Instructional Leadership	BES
Chris Joyner	Varsity Boys' Soccer Coach	SHS
Cierra Keen	Instructional Leadership	SPS
Laura Kinsel	Head Volleyball Coach	SHS
Traci Kirby	Instructional Leadership	BES
Debra Ann Kleinsmith	NJROTC Instructor	SHS
Karen Koon	Brain Bowl Sponsor	BHS
Candice Land	Instructional Leadership	SIS
Daniel Marsee	Varsity Offensive/Defensive Coord.	SHS
Daniel Marsee	Boys' Weightlifting Coach	SHS

Joyce McIntosh	Instructional Leadership	SES
Kerry Jo Melland	Instructional Leadership	SPS
Doug Morgan	Head Swimming Coach	SHS
Susan Michelle Mowry	Instructional Leadership	SES
Tiffany M. Phillips	CDA	BES
Katheryn Quincey	Agriculture Teacher/FFA	SHS
David Rang	Boys' Assistant Soccer Coach	SHS
Rebecca Reaves	Instructional Leadership	SES
Jennifer Richer	Yearbook Sponsor (split)	SES
Edna C. Roberts	CDA	BES
Michelle Ona Robertson	Instructional Leadership	SES
Tina Roush	Instructional Leadership	BES
Stefani Santos	Junior Class Sponsor	BHS
Fred Jose Segura	Girls' Assistant Soccer Coach	SHS
Stephanie Selph	Yearbook Sponsor (split)	SES
Stephanie Selph	Instructional Leadership	SES
Brittney Shearer	Girls' Weightlifting Coach	SHS
Cara Soride	Senior Class Sponsor	BHS
Jeff Smith	Head Varsity Softball Coach	SHS
Phyllis Smith	Instructional Leadership	SIS
Tim Smith	Head JV Softball Coach	SHS
Kimberly Steichen	Yearbook Sponsor	SPS
Jennifer Stevens	Instructional Leadership	SIS
Denise Stewart	Freshman Class Sponsor	BHS
Kathryn Terry	Instructional Leadership	SIS
Daniel Tillman	Assistant Baseball Coach	SHS
Michele Turman	Instructional Leadership	SPS
Travis Tuten	Agriculture Teacher/FFA	SHS
Misty Ward	Yearbook Sponsor	BHS
Abby Warren	Sophomore Class Sponsor	BHS
Vernon Wiggins	Head JV Baseball Coach	SHS
Pam Williams	Varsity FB Cheerleader Sponsor	SHS
Pam Williams	Basketball Cheerleader Sponsor	SHS
Tyler Winburn	Agriculture Teacher/FFA	SMS
Damon Wooley	Boys' Golf Coach	SHS
Stacy Young	Agriculture Teacher/FFA	BHS

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Suwannee Primary School:
Alyssa Sullivan, Occupational Therapy Assistant, tentatively August 5, 2019 through October 25, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee Intermediate School:
Timothy Rickett, Custodian, tentatively July 29, 2019 through August 30, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE):

RIVEROAK Technical College:
Sherry Peppers, Financial Aid Specialist, tentatively August 1, 2019 through October 14, 2019, with pay, with the option of returning sooner.

MISCELLANEOUS:

Approval for the following to work up to 12 additional hours for Pre-K registration at Suwannee Primary School from July 29, 2019 through August 2, 2019.

Tresca Anderson	Amanda Kiser	Betty Riley
Tara Brock	Luvernia Lock	Dora Townsend
Laritta Hunter	Nicole Poole	Deanna Yott

SUBSTITUTES:

The following to serve as Substitute Bus Drivers:

Shateea Butler Bryan Cioni Jennifer Farrar

The following to serve as Substitute Bus Attendants:

Shereen Albury Cynthia Cioni

VOLUNTEER:

Ryan Bell

CONTRACT RECOMMENDATIONS:

SCHOOL ADMINISTRATOR 3-YEAR CONTRACTS:	TERM
Terry Huddleston	12
Carl Manna	12
Angela Wood	12

ANNUAL INSTRUCTIONAL CONTRACTS:

Branford High School:	
Erin Roberts	10
RIVEROAK Technical College:	
Dustin Smith	12
Suwannee Opportunity School:	
Frank R Allen II	10
Francis (BJ) Cohen	10

End of List
2019-2020
School Year

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval for out-of-district travel for School Board Members to attend conferences/meetings for the 2019-2020 school year, when the cost exceeds $500, for official school district business and complies with the rules of the State Board of Education.

   MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Administration – Bill Brothers:

2. MOTION by Mr. Alcorn, second by Ms. Cason, 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.)

#5.12	Expulsion of Students (*Revised*)
#5.13	Zero Tolerance for School-Related Crimes (*Revised*)
#5.20	Directory Information (*Revised*)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following:

   a. Rename the Suwannee High School FFA Ag Farm/Land Lab to the *Suwannee High School Don Boyette Land Lab.*
   b. Rename the Branford High School FFA Ag Farm/Land Lab to the *Branford High School Willie Veal Land Lab.*
   c. Rename Branford High School's Buccaneer Stadium to the *Buccaneer Stadium at Cleve Sikes Field.*

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

4. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the following personnel item for the 2019-2020 school year:

   a. Revise *Salary Schedule 2018-2019 Principals and Administrators* to reflect compensation for the Director of Curriculum and Instruction position on Line 5, effective July 1, 2019 **(pg. 334)**

MOTION CARRIED UNANIMOUSLY

Director of School Safety and Other Administrative Services – Malcolm Hines:

5. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Suwannee County School District Emergency Management Plan for the 2019-2020 school year. (A copy is available in the office of the Director of School Safety and Other Administrative Services.) MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the Suwannee County School District 2018-2019 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Director of School Safety and Other Administrative Services.) MOTION CARRIED UNANIMOUSLY

Director of Student Services – Debbie Land:

7. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Suwannee County School District Mental Health Assistance Allocation Plan, dated August 1, 2019 (Note: A copy of the plan is available in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Suwannee County School District English Language Learners Plan (Note: A copy of the plan is available in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

9. MOTION by Ms. Cason, second by Mr. Taylor, for approval of the following personnel item for the 2019-2020 school year:

   a. Reclassify the Counselor-Mental Health Support position from 11-month, 7.25 hours per day; to 12-month, 7.25 hours per day, effective July 1, 2019.

   Discussion followed regarding the need to change the hours from 7.25 hours per day, to 8 hours per day.

   The Superintendent MODIFIED his recommendation for approval to reclassify the Counselor-Mental Health Support position to 12-month, 8.0 hours per day.

   Ms. Cason WITHDREW her original MOTION; Mr. Taylor WITHDREW his original second.

MOTION by Ms. Cason, second by Mr. Taylor, for approval of the Superintendent's AMENDED recommendation to reclassify the Counselor-Mental Health Support position to 12-month, 8.0 hours per day.

MOTION CARRIED UNANIMOUSLY

Action On The Agenda Addendum

Director of Facilities – Mark Carver:

#1. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following bid:

#20-204 Suwannee Opportunity School Fencing Project to Suwannee Iron Works and Fence *(New)*

Mr. Carver distributed and reviewed a handout regarding relocation expenses for Suwannee Opportunity School, which showed that total expenses are under budget by approximately $40,000.

MOTION CARRIED UNANIMOUSLY

Director of Information Technology – Josh Williams:
(Presented by Director of Facilities – Mark Carver)

#2. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following form:

#7200-138 Suwannee County School District Information Access Request/Termination Form *(Revised)* **(pgs. A2-A3)**

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum

School Board Attorney – Leonard Dietzen:

10. Legal Counsel's Report – No report.

Superintendent of Schools – Ted Roush:

11. Superintendent's Report

- Thanked everyone for their hard work in preparation for the return of teachers and students for the upcoming school year.
- Configuration update will be provided at the Board Workshop in August.
- Recognized Sylvia Taylor and Adrienne Taylor for their attendance in support and recognition of School Board Member Jerry Taylor.

School Board Members:

12. Issues and concerns Board members may wish to discuss

- Jerry Taylor expressed his thanks and appreciation to the Superintendent and everyone for the recognition at tonight's meeting; he shared memories of growing up and the emphasis his parents placed on the importance of public education to him and his siblings.
- Ms. Cason stated that Mr. Taylor set a new standard for others to follow within FSBA when he served as the president this past year; she expressed her thanks to everyone for all they do for our District.
- Mr. Alcorn expressed his thanks to everyone for all they do for our District; he also gave kudos to Malcolm Hines for developing the safety plan.
- Mr. daSilva reminded Board members of the Public Hearing to be held Monday, July 29, regarding the TRIM process. Mr. daSilva shared a report he received from the State of Florida regarding the initial findings of the Grand Jury pertaining to non-compliance of various school districts throughout Florida on the Marjory Stoneman Douglass Safety Act.

The meeting adjourned at 7:08 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 29, 2019

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, and Jerry Taylor, along with Superintendent Ted Roush and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 2:34 p.m. School Board Member Catherine Cason, School Board Attorney Leonard Dietzen, and Chief Financial Officer Vickie DePratter were absent.

Administrators and others present: Hunter Abercrombie, Jennifer Barrs, Jennifer Beach, Amy Boggus, Tammy Boggus, Jimmy Cherry, Janene Fitzpatrick, Ronnie Gray, Terry Huddleston, Mary Keen, Debbie Land, Dee Dee McManaway, Kecia Robinson, Angie Stuckey, Marsha Tedder, Jimmy Wilkerson (arrived at 2:38 p.m.), Josh Williams (arrived at 2:36 p.m.), and Laura Williams.

Chairman daSilva called the meeting to order at 2:32 p.m.

Mr. Roush announced that an Executive Session would need to be held this afternoon after the Public Hearing at 5:30 p.m.

School Improvement Plans..... Janene Fitzpatrick

Mrs. Fitzpatrick provided a PowerPoint presentation regarding an overview of the School Improvement Plan process and timeline.

The following 2019-2020 School Improvement Plans were presented to the Board:

- Suwannee Primary School – Marsha Tedder
- Suwannee Elementary School – Amy Boggus
- Suwannee Intermediate School – Jennifer Beach
- Suwannee Middle School – Laura Williams
- Suwannee High School – Ronnie Gray
- Branford Elementary School – Dee Dee McManaway
- Branford High School – Terry Huddleston

- RIVEROAK Technical College – Mary Keen
- Suwannee Opportunity School/Suwannee Virtual School/Florida Sheriff Youth Ranch – Angie Stuckey

No action was taken at this time on the School Improvement Plans.

The workshop adjourned at 5:25 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
July 29, 2019

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason and School Board Attorney Leonard Dietzen were absent.

Chairman daSilva called the hearing to order at 5:32 p.m. for the purpose of adopting the Tentative Millage rates for the 2019-2020 school year and the Tentative Budget for 2019-2020 school year.

This Public Hearing is held for the purpose of adopting the Tentative Millage rates for the 2019-2020 school year and the Tentative Budget for 2019-2020.

The Tentative Millage rates set for the 2019-2020 school year are as follows:

Required Local Effort	=	3.908
Discretionary Operating	=	.748
Capital Outlay	=	1.500
Total	=	6.156

The Tentative Millage is greater than the roll back rate by 1.52 percent.

The Required Local Effort is 3.908 mills and is set by the State. This is a decrease of .011 mills from the 2018-2019 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2018-2019.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2018-2019.

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

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

2) MOTION by Mr. Alcorn, second by Mr. Taylor, for approval to adopt the Tentative Millage rates for 2019-2020 as follows:

Required Local Effort	=	3.908
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

3) MOTION by Mr. Taylor, second by Mr. Alcorn, for approval to adopt the Tentative Budget for 2019-2020. MOTION CARRIED three to one; Mr. White voted NO.

The hearing adjourned at 5:35 p.m.

2019-2020 AUGUST SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE	ORIGINAL PURCHASE	COST CENTER	REQUESTED DISPOSITION
99004339	BOARD, BULLETIN	$ 1,830.00	7/19/2001	RIVEROAK	SURPLUS
99001893	CAMCORDER	$ 2,254.00	1/18/1996	SMS	SURPLUS
99002722	CD-GR4;LIBARARY SSSCORREL	$ 1,204.04	10/24/2002	SMS	SURPLUS
99005997	CLAVINOVA	$ 4,500.00	8/9/2007	SPS	DESTROYED IN FIRE
99000972	DESK, SECRETARIAL	$ 780.00	6/8/1990	RIVEROAK	JUNKED
99003875	DIAGONAL WHITE BOARDS	$ 995.00	9/18/2003	RIVEROAK	SURPLUS
99001486	DRILL PRESS	$ 2,523.57	4/22/1988	SHS	SURPLUS
99005031	FLOOR FINISHER	$ 2,271.00	5/5/2005	SHS	JUNKED
99003001	FURNITURE, SUITE OF	$ 2,060.51	10/18/1996	RIVEROAK	JUNKED
99000993	JOINTER	$ 1,089.00	1/31/1994	RIVEROAK	SURPLUS
99001422	LATHE, WOOD	$ 1,771.26	11/19/1992	SHS	SURPLUS
99000798	PIANO	$ 2,795.00	9/25/1997	SPS	DESTROYED IN FIRE
99003458	PROJECTOR	$ 3,011.17	10/25/1993	SMS	SURPLUS
99004267	PROJECTOR	$ 1,980.00	6/22/2001	SMS	SURPLUS
99005278	PROJECTOR	$ 1,415.97	10/6/2005	SMS	SURPLUS
99005519	PROJECTOR	$ 895.00	7/11/2006	SHS	SURPLUS
99001928	REFRIGERATOR/FREEZER	$ 899.95	8/26/1987	SMS	SURPLUS
99002736	SOFTWARE, COMPUTER	$ 1,182.09	1/9/2003	SMS	SURPLUS
99002738	SOFTWARE, COMPUTER	$ 1,182.09	1/9/2003	SMS	SURPLUS
99007129	SOFTWARE, COMPUTER	$ 1,000.00	9/11/2009	SMS	SURPLUS
99007130	SOFTWARE, COMPUTER	$ 1,000.00	9/11/2009	SMS	SURPLUS
99001823	TV	$ 1,575.00	5/16/1994	SMS	JUNKED
99007283	TV	$ 828.00	6/20/2010	RIVEROAK	JUNKED
99002721	VACUUM	$ 1,157.46	10/24/2002	SHS	SURPLUS
	TOTAL	$ 40,200.11			

Requested By: _____ APPROVED BY: _____

MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

SUPERINTENDENT

8/27/2019
DATE

BOARD CHAIRMAN

2019-2020 AUGUST SURPLUS ITEMS

EMPLOYEE PROTECTION LINE®
SUBSCRIBER AGREEMENT

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

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

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

2. **Term**. The term of this Agreement shall begin on August 27, 2019 (referred to as the "Beginning Date"). Services to be provided by in2vate will not begin until the last to occur of a.) receipt by in2vate of completed *Subscriber Information* and *Collective Risk Management® Team Contact Information Forms*, and b.) receipt by in2vate of the annual fee. The term shall be for a period of one (1) year starting on the Beginning Date ("Initial Term"). If the Subscriber is not satisfied with the Employee Protection Line service for any reason, within thirty (30) days following the Beginning Date, in2vate will refund the fee for the Initial Term less expenses incurred by in2vate. in2vate will notify Subscriber thirty (30) days prior to renewal to extend the Term for consecutive, one (1) year Terms ("Renewal Terms") on each anniversary of the Beginning Date (referred to as the "Renewal Date") unless either party gives written notice at least thirty (30) days prior to a Renewal Date of its intention to terminate this Agreement. Should Subscriber fail to pay, when due, the Annual Fee in effect at that time, service will be suspended.

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

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

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

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

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

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

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

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

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

12. **Indemnity**. Subscriber agrees to indemnify and hold in2vate harmless for any losses or damages arising out of the acts or omissions of Subscriber, in the performance of this agreement. in2vate agrees to indemnify and hold harmless Subscriber for any loss or damages arising out of acts or omissions of in2vate in its performance of this Agreement. in2vate also agrees to provide Subscriber with a Certificate of Insurance for its Errors and Omissions policy of not less than $1 million per occurrence and in the aggregate.

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

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

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

16. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

SUBSCRIBER
(Representative of Subscriber)

Signature _____

(Print) Ted L. Roush

Title Superintendent of Schools

Signature _____

(Print) Ed daSilva

Title Board Chairman

Date _____

Number of Employees _____

Subscriber's Address:

Physical 1729 Walker Ave., SW, Ste. 200
Live Oak, FL 32064

Mailing (same as above)

Phone (386)647-4600

in2vate, llc
(Representative of in2vate, llc)

Signature _____

Title _____

Date _____

AGENT or CONSULTANT (circle one if applicable)
Signature _____

(Print) _____

Organization _____

Address _____

Phone ( ) _____ Ext. _____

SEND SUBSCRIBER AGREEMENT TO:
in2vate, llc
ATTN: Employee Protection Line Manager
401 S. Boston Avenue, Suite 800
Tulsa, OK 74103
(918) 582-5262 Phone
(918) 582-5261 Fax

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

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

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 1729 Walker Ave., SW, Ste. 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).

PROVIDER AGREEMENT
COURSE AND VIRTUAL INSTRUCTION

This Agreement for services ("**Agreement**") made and entered into by and between Edgenuity Inc. (hereafter "**PROVIDER**," or "**Edgenuity**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and **Suwannee County Schools** (hereinafter "**CLIENT**"), having principal offices at 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 27 day of August, 2019 (the "**Effective Date**").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Attachment D (The Standard Terms and Conditions), all incorporated herein as part of the Agreement, as true and accurate.

This contract shall be **"Effective"** upon the date upon which it is signed by both the CLIENT and the PROVIDER, whichever is later.

TERM
This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one (1) year renewal after written acceptance and approval from both parties.

EDGENUITY INC.

By: _____
Name: _____
Title: _____
Date: _____

CLIENT: Suwannee County School Board

By: _____
Name: Ted L. Roush
Title: Superintendent of Schools
Date: _____

_____
Chairperson, Suwannee County School Board

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

ATTACHMENT A
Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K – 12 virtual school that provides a free-to-students, a full-time and/or part time instructional program to eligible students during the 2019/20 school year. CLIENT will be provided online courses to be used with their own teachers. PROVIDER will supply all necessary online courseware as set forth in Attachment B, and as further defined by the PROVIDER's Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and PROVIDER. Any instructional staff provided by the PROVIDER shall be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to monitoring. All curriculum and course content used by Edgenuity teachers will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the PROVIDER's Standard Terms and Conditions incorporated herein and available at: http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf. As required in s. 1002.45, a detailed curriculum plan is provided in **Attachment C** that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to notify and test students on any required state testing, and when appropriate, to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA.

ROLE OF THE CLIENT

1. Assign virtual school students appropriate school numbers. When using PROVIDER'S teachers, the school number 7001 will beused under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide and communicate testing locations to parents/guardians and students for all Full-Time students using Edgenuity as both the school of enrollment and school of instruction, for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Provide an English Language Learner ("ELL") certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. PROVIDER may make recommendations for ELL accommodations within the PROVIDER courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School. Upon request the PROVIDER may can provide assistance with these efforts.
8. Provide staff, as deemed appropriate, to provide student support as needed that may include counseling and/or administrative support.
9. Designate to the PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract, including but not limited to monitoring compliance pursuant to State and Client policy, and to accept and approve all deliverables, completions and invoices. This may be the virtual school director, principal, or another designated staff member.
10. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
11. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
12. Accurately code all required data for virtual students to the Florida Department of Education.
13. Provide any required student data to the PROVIDER so the PROVIDER can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.
14. For payment, report to the state all students served under this Agreement as reported to the

CLIENT by the PROVIDER.

16. Pay the PROVIDER in accordance with Attachment B.
17. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
18. Provide appropriate documentation for graduating seniors.
19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the PROVIDER under the terms of this Agreement.

ATTACHMENT B
Payment Terms and Conditions

Edgenuity Curriculum and Instructional Services FLORIDA PROVIDER Pricing	
Edgenuity Instructional Services is an approved Florida PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and online courses to support their virtual school needs.	
Agreement Options	
PROVIDER Services	**Pricing**
Teaching Services – part-time, supplemental (per semester)	$225
Teaching Services - full-time student, full-time enrollment (per semester)	$1750
Partner Teacher Course Provider	**Pricing**
(6-12) Courses (K-5) Courses – per course, year long, includes associated workbooks	See Attachment C $250
Other Fees	**Pricing**
Course Only Fee - Part Time (cost of course)	See Attachment C
Course Only Fee - Full Time	$450
Print Materials – For Elementary Core and AP (Advanced Placement) Courses	See Attachment C
PROVIDER Services Include	
PART TIME - This service provides students with an Edgenuity semester course (20 week enrollment period) and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaches for core subject area secondary courses. **FULL TIME** – This service provides the full-time student with up to six (6) semester courses (20 week enrollment period) and an academic support team comprised of highly qualified and certified instructors, on demand concept coaches for core subject area secondary courses, and success coaches. All Full Time students should be coded with the district's student information system as 7001 for both the school of enrollment and school of instruction.	
Partner Teacher Course Provider Services Include	
Access to all available online courses Associated books, workbooks and other print materials if needed or desired, for elementary courses and Advanced Placement (AP) courses may require additional fees incurred.	

ATTACHMENT B - Continued

Payment Terms and Conditions

PROVIDER Services

- ***Successful Completion*** – student must earn a minimum grade of_____% while also reaching a mutually agreed upon course progress threshold, or an overall weighted plan for full time elementary students.
- ***Full Time Student*** – a full-time student is not defined by the number of courses they are enrolled in. A student is deemed a "full-time" time student when their school of record and their school of instruction are both identified by 7001 along with the Edgenuity provider code.

Virtual Instruction and District Partner Course Provider Services

- ***Course-Only Fee*** – amount charged for student's use of curriculum and/or services. This amount is charged, regardless of who is teaching the course, when the student is no longer eligible for Drop/Grace.
- ***Drop/Grace*** – period of time in which a student may be withdrawn from courses without incurring any fees. The Drop/Grace period is defined as: period prior to when a student reaches either 20% progress in the course, or reaches twenty-eight (28) days enrolled in the course, whichever comes first.
- ***Billing Roster*** – the billing roster will be sent twice per year, once in December, and again in June. Billing rosters will reflect charges for both successful completions and any course-only fees. The December billing roster will typically cover usage for the first semester, and the June billing roster will typically cover usage for the 2nd semester. Any summer school usage will be handled by an additional billing roster, or by a mutually agreed upon billing arrangement. The district administration has 7 days after receiving the billing roster to identify any errors, and suggest needed corrections. Once either the seven (7) day review period of the billing roster has ended, or upon agreement has been reached of the billing roster, the invoice will be created and sent for payment.

**Drop/Grace Note – data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course-only fee. This is regardless of whether the district is using Edgenuity's teachers or the district is providing their own teachers.*

Attachment B – Continued

I. VIRTUAL INSTRUCTION and PARTNER TEACHER COURSE PROVIDER shall provide the Curriculum and Instructional Services identified in the **"Payment Terms and Conditions"** pricing table (the "Deliverables").

II. PROVIDER will commit to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 30 students for grades K-5, one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.

III. To the best of the PROVIDER's knowledge, the PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the PROVIDER's knowledge, in furtherance of this provision, the PROVIDER warrants that:

a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.

b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or form the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.

IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.

V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.

VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.

VII. PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

VIII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

IX. **METHOD FOR CONFLICT RESOLUTION** – Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

XI. **TERMINATION** – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

XII. **DEBT RESPONSIBILITY** – As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

XIII. PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.

XIV. **PUBLIC RECORD** – CLIENT agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

XV. **JESSICA LUNSFORD ACT** – Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVII.M. of the Standard Terms.

XVI. **SOVEREIGN IMMUNITY** – The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

XVII. **EQUAL OPPORTUNITY** – Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.

XVIII. **FLORIDA ETHICS LAWS** – Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.

XIX. **SALES TAX EXEMPTION** – Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

XX. **FIREARMS** – Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

XXI. **AUDIT** – Client may audit Edgenuity under this agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

Attachment C
Secondary Courses (6-12)

ENGLISH/LANGUAGE ARTS

Florida Course Code	Course Title	Price
1000010	M/J Intensive Reading	45
1001010	M/J Language Arts 1	45
1001020	Advanced M/J Language Arts 1	45
1001040	M/J Language Arts 2	45
1001050	Advanced M/J Language Arts 2	45
1001070	M/J Language Arts 3	45
1001080	Advanced M/J Language Arts 3	45
1008010	M/J Reading 1	45
1006000	M/J Journalism	85
1001310	English 1	45
1001315	English 1 for Credit Recovery	45
1001320	English I Honors	45
1001340	English 2	45
1001345	English 2 for Credit Recovery	45
1001350	English 2 Honors	45
1001370	English 3	45
1001375	English 3 for Credit Recovery	45
1001380	English 3 Honors	45
1001400	English 4	45
1001402	English 4 for Credit Recovery	45
1001405	English 4: Florida College Prep	45
1001410	English 4 Honors	45
1000410	Intensive Reading	45
1006300	Journalism 1	85
1007300	Speech 1	85
1008350	Reading for College Success*	45
1009320	Creative Writing 1*	45
1009300	Writing 1*	45
1009370	Writing for College Success*	45
1001420	AP English Language & Composition	45
1001430	AP English Literature & Composition	45

Attachment C
Secondary Courses (6-12)

MATH

Florida Course Code	Course Title	Price
1205010	M/J Grade 6 Mathematics	45
1205020	M/J Grade 6 Mathematics Advanced	45
1205040	M/J Grade 7 Mathematics	45
1205050	M/J Grade 7 Mathematics Advanced	45
1205070	M/J Grade 8 Pre-Algebra	45
1204000	M/J Intensive Math	45
1200310	Algebra 1	45
1200315	Algebra 1 for Credit Recovery	45
1200320	Algebra I Honors	45
1200330	Algebra 2	45
1200335	Algebra 2 for Credit Recovery	45
1200340	Algebra 2 Honors	45
1200370	Algebra 1-A	45
1200375	Algebra 1-A for Credit Recovery	45
1200380	Algebra 1-B	45
1200385	Algebra 1-B for Credit Recovery	45
1206300	Informal Geometry	45
1206305	Informal Geometry for Credit Recovery	45
1206310	Geometry	45
1206315	Geometry for Credit Recovery	45
1206320	Geometry Honors	45
1207300	Liberal Arts Math 1	45
1207305	Liberal Arts Mathematics 1 for Credit Recovery	45
1207310	Liberal Arts Math 2	45
1207315	Liberal Arts Mathematics 2 for Credit Recovery	45
1200700	Math for College Readiness	45
1200705	Mathematics for College Readiness for Credit Recovery	45
1200410	Mathematics for College Success	45
1200415	Mathematics for College Success for Credit Recovery	45
1200400	Intensive Mathematics	45
1298310	Advanced Topics in Mathematics	45
1298315	Advanced Topics in Mathematics for Credit Recovery	45
1202340	Precalculus Honors	45
1202310	AP Calculus AB	45
1210300	Probability and Statistics with Applications Honor	45
1211300	Trigonometry Honors	45
1201300	Mathematical Analysis Honors	45
1201315	Analysis of Functions Honors	45

Attachment C
Secondary Courses (6-12)

SCIENCE

Florida Course Code	Course Title	Price
2000010	MJ Life Science	45
2002040	M/J Comprehensive Science 1	45
2002050	M/J Comprehensive Science 1 Advanced	45
2001010	MJ Earth/Space Science	45
2002070	M/J Comprehensive Science 2	45
2002080	M/J Comprehensive Science 2 Advanced	45
2003010	MJ Physical Science	45
2002100	M/J Comprehensive Science 3	45
2002110	M/J Comprehensive Science 3 Advanced	45
2001310	Earth Space Science	45
2001315	Earth/Space Science for Credit Recovery	45
2001320	Earth/Space Science Honors	45
2001340	Environmental Science	45
2001345	Environmental Science for Credit Recovery	45
2001380	AP Environmental Science	45
2000310	Biology	45
2000315	Biology 1 for Credit Recovery	45
2000320	Biology Honors	45
2003340	Chemistry	45
2003345	Chemistry 1 for Credit Recovery	45
2003350	Chemistry Honors	45
2003380	Physics	45
2003385	Physics 1 for Credit Recovery	45
2003390	Physics Honors	45
2002480	Forensic Science	85
2002500	Marine Science	85
2002400	Integrated Science I	45
2002405	Integrated Science 1 for Credit Recovery	45
2002420	Integrated Science 2	45
2002425	Integrated Science 2 for Credit Recovery	45
2002440	Integrated Science 3	45
2002445	Integrated Science 3 for Credit Recovery	45
2003310	Physical Science	45
2003315	Physical Science for Credit Recovery	45
2003320	Physical Science Honors	45
2001350	Astronomy Solar/Galactic†	85
2000350	Anatomy & Physiology*	per agreement

Attachment C
Secondary Courses (6-12)

SOCIAL STUDIES

Florida Course Code	Course Title	Price
2106010	M/J Civics	45
2106020	M/J Civics Advanced	45
2100010	M/J United States History	45
2100015	M/J United States History & Career Planning	45
2100020	M/J United States History Advanced	45
2109010	M/J World History	45
2109020	M/J World History Advanced	45
2103015	M/J World Geography	45
2100310	United States History	45
2100315	United States History for Credit Recovery	45
2100320	United States History Honors	45
2101300	Anthropology*	45
2100340	African American History*	85
2102335	Economics with Financial Literacy*	45
2102340	Economics with Financial Literacy for Credit Recovery*	45
2102345	Economics with Financial Literacy Honors*	45
2102372	Personal Financial Literacy*	85
2106310	United States Government*	45
2106315	United States Government for Credit Recovery*	45
2106320	United States Government Honors*	45
2106350	Law Studies*	85
2107300	Psychology 1*	45
2107310	Psychology 2*	85
2108300	Sociology*	85
2103300	World Cultural Geography	45
2105310	World Religions*	85
2105340	Philosophy*	85
2109310	World History	45
2109315	World History for Credit Recovery	45
2109320	World History Honors	45
2109430	Holocaust*	85
2100330	AP US History	45
2103400	AP Human Geography	45
2107350	AP Psychology	45
2109420	AP World History	45

Attachment C
Secondary Courses (6-12)

WORLD LANGUAGES

Florida Course Code	Course Title	Price
0707000	MJ Chinese Beginning	45
0707010	MJ Chinese Intermediate	45
0701000	MJ French Beginning	45
0701010	MJ French Intermediate	45
0702000	MJ German Beginning	45
0702010	MJ German Intermediate	45
0708000	MJ Spanish Beginning	45
0708010	MJ Spanish Intermediate	45
0711300	Chinese 1	45
0711310	Chinese 2	45
0701320	French 1	45
0701330	French 2	45
0701340	French 3 Honors	45
0702320	German 1	45
0702330	German 2	45
0706300	Latin 1	45
0706310	Latin 2	45
0708340	Spanish 1	45
0708350	Spanish 2	45
0708360	Spanish 3 Honors	45
0717300	American Sign Language I	85
0717310	American Sign Language 2	85
0701380	AP French Language and Culture	45
0708400	AP Spanish Language and Culture	45

Attachment C
Secondary Courses (6-12)

GENERAL ELECTIVES

Florida Course Code	Course Title	Price
0102040	M/J Creative Photography 1	85
8209100	MJ Careers in Fashion & Interior Design	85
1700060	M/J Career Research and Decision Making*	45
0103000	M/J Digital Art and Design 1	45
1301090	M/J Exploring Music 1	45
0101010	M/J Two-Dimensional Studio Art 1	45
8000400	Orientation to Career Clusters	45
0100320	Art in World Cultures*	85
0108310	Creative Photography	85
1700370	Critical Thinking and Study Skills*	45
1900300	Driver Education/Traffic Safety - Classroom*	85
1501310	Fitness for Lifestyle Design*	45
3026010	HOPE – Core	45
0100310	Introduction to Art History*	45
0800300	Health 1: Life Management Skills*	45
1501300	Personal Fitness*	45

CAREER ELECTIVES

Florida Course Code	Course Title	Price
0800370	Parenting 1	85
1700380	Career Research and Decision Making (9–12)*	45
3027010	Biotechnology I	85
8006120	Introduction to Alternative Energy	85
8106810	Agriscience Foundations I	85
8106820	Introduction to Agriscience*	45
8121510	Introductory Horticulture II	85
8207310	Digital Information Technology	85
8405110	Early Childhood Education	85
8417100	Health Science 1	85
8417110	Health Science 2	85
8417211	Nursing Assistant 3	45
8418220	Pharmacy Tech 2	45
8500120	Personal and Family Finance*	45
8500355	Nutrition and Wellness*	85
8800510	Culinary Arts 1	85
8812110	Principles of Entrepreneurship	45
8827110	Marketing Essentials	45

Attachment C
Secondary Courses (6-12)
PARTNER (DISTIRCT) TEACHERS ONLY

Course Name (Florida)	Number Course Code Directory #	Course Title (Edgenuity)*	Price
M/J Coding Fundamentals	9009200	Intro to Coding*	45
M/J Orientation to Health Science Careers	8400110	Medical Terminology*	45
Engineering Technology	8600570	Concepts of Engineering and Technology	85
Administrative Office Technology I	8212110	Computer Applications: Office 2016	45
Business Software Application I	8212120	Computer Applications: Office 2016	45
Cosmetology	8905100	Cosmetology 1: Cutting Edge Styles	85
Groom & Salon Services	8757210	Cosmetology 2: The Business of Skin and Nail Care	85
Cybersecuity Essentials	9001330	Cybersecurity 1A: Foundations	85
Operational Cybersecurity	9001340	Cybersecurity 1B: Defense Against Threats	85
Game & Simulation Programming	8208330	Game Design 1A	85
Game, Simulation, & Animation Advanced Applications	8208400	Game Design 1B	85
Computer Science Discoveries	0200305	Great Minds in Science: Ideas for a New Generation	85
Hospitality and Tourism Management	8703100	Hospitality and Tourism 2A: Hotel and Restaurant Management	85
Hospitality and Tourism Management	8703100	Hospitality and Tourism 2B	85
Intro to Hospitality and Tourism	8850110	Hospitality and Tourism: Traveling the Globe	85
Business in a Global Economy	8815170	International Business: Global Commerce in the 21st Century	85
International Business	8216100	International Business: Global Commerce in the 21st Century	85
Materials and Processes Technology	8601110	Introduction to Manufacturing: Product Design and Innovation	85
Social Media I	1006375	Introduction to Social Media: Our Connected World	85
Music of the World	1300340	Music Appreciation: The Enjoyment of Listening	85
IT Fundamentals	9001320	National Security	85
Peer Counseling	1400300	Peer Counseling	85
Intro to Agriscience	8106810	Principles of Agriculture, Food and Natural Resources	85
Principles of Public Service	0900330	Principles of Public Service: To Serve and Protect	85

Attachment C
Secondary Courses (6-12)

EDEGENUITY TEACHERS ONLY

Florida Course Code	Course Title	Price
1508000	MJ Fitness * 6	per agreement
1508600	M/J Comprehensive 6/7*	per agreement
1508700	M/J Comprehensive 7/8*	per agreement
800310	Health 2: Personal Health*	per agreement
800320	First Aid and Safety*	per agreement
800330	Personal, Social and Family Relationships*	per agreement
1502470	Recreational Activities Individual Sports*	per agreement
1502470	Recreational Activities Running*	per agreement
1502470	Recreational Activities Walking Fitness*	per agreement
1503350	Team Sports I*	per agreement
1501340	Weight Training I*	per agreement
1502500	Sports Officiating*	per agreement
1501380	Personal Fitness Trainer	per agreement
2000350	*Anatomy & Physiology**	per agreement

ADDITIONAL

Pricing indicated is per semester enrollment. Courses with an asterisk (*) are semester only courses.

Advanced Placement (AP) Required Resources

- **AP materials may be purchased at $125 per course**

Offering of K-5 elementary courses with district teachers, requires purchase of 5 days onsite training for elementary staff.

DISCOUNT

All Tier I courses (identified as $45 per semester enrollment will be billed at $20 per semester enrollment)

STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf.

1. DEFINITIONS.

a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** (defined in Attachment A).

b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.

c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in Attachment B.

d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in Attachment B.

2. LICENSE and SERVICES.

a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes.

b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions in Attachment B. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.

c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at www.edgenuity.com/support including all updates, bug fixes, and enhancements when generally made available.

3. USE OF SUBSCRIPTION.

a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("**Customer Data**"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations.

4. **WARRANTIES and DISCLAIMERS.**

a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("**FERPA**"), and the Children's Online Privacy Protection Act ("**COPPA**"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at http://www.edgenuity.com/Information/Privacy/. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.

b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.

c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.

d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. **MUTUAL CONFIDENTIALITY.**

a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("**PII**") as defined by Applicable Law, disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. **EDGENUITY PROPERTY.**

a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the

Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.

b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (vi) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. **TERM AND TERMINATION.**

a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach.

b. **Funding-Out Clause.** Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.

d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.

e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).

f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.

g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. **LIABILITY LIMIT.**

a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. **INDEMNITY.**

a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.

b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.

c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party as part of a merger or sale of all or substantially all the assets of a party.

d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.

g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.

i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Attachment A
Third Party Terms

1. **Third Party Services** refer to web based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:

a **ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate thirdparty.

b **Education Testing Services (ETS) *e-rater*® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.

c **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following term applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

d **CompassLearning Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at http://www.gnu.org/licenses/gpl.html; (ii) SSHNET (© 2010 RENCI, all rights reserved), is a third party secure connectivity software tool, licensed pursuant to the terms found at https://sshnet.codeplex.com/license; (iii) Agilix Labs, Inc.'s xLi platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other licensed third party components under the MIT License and/or the Apache License found at https://jquery.org/license/ and http://cdn.mathjax.org/mathjax/2.0-latest/LICENSE.

2. **Hardware** refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove all Edgenuity content and software from the Hardware.

3. **DISCLAIMERS.** ALL THIRD PARTY SERVICES AND HARDWARE ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Edgenuity transfers to Customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a thirdparty.

Attachment B
Additional Terms for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.

3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (**IEP**); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

   c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

   d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote

specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.

b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
(EAST COAST TECHNICAL ASSISTANCE CENTER)
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and the School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

WHEREAS, The School Board of Seminole County on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the member district wishes to enter into an agreement with the School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

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

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2020. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The member district agrees to pay to The School Board of Seminole County, Florida, the amount of $8,000 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice no later than July 31, 2019 and the member district shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the member district. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the member district shall be entitled to a pro rata refund of funds paid in advance for the 2019-2020 school year, pursuant to paragraph 2 above.

5. Background Screening. ECTAC acknowledges that all of its staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by member district.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:	Walt Griffin, Ed.D., Superintendent The School Board of Seminole County, Florida 400 E. Lake Mary Blvd Sanford, FL 32773-7127
With a copy to:	Mrs. Marjorie Murray, Director East Coast Technical Assistance Center 400 E. Lake Mary Blvd. Sanford, FL 32773-7127
If to member district:	Ted L. Roush, Superintendent The School Board of Suwannee County, Florida 1729 Walker Avenue, SW, Suite 200 Live Oak, FL 32064
With a copy to:	Kecia Robinson, Director Federal Programs 1729 Walker Avenue, SW, Suite 200 Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the member district has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, been convicted of or had a civil judgment 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 agreement under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. Member District agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Member District shall keep and maintain public records required by the School Board to perform the service.

(b) Member District shall upon request from the School Board's custodian of public records, provide the School Board 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 Member District does not transfer the records to the School Board; and

(d) Member District upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Member District or keep and maintain the public records required by the School Board to perform the service. If the Member District transfers all public records to the School Board upon completion of the contract, the Member District shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Member District keeps and maintains public records, upon completion of the contract, the Member District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Member District fails to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, carolyn_bedsole@scps.k12.fl.us, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race,

age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
(EAST COAST TECHNICAL ASSISTANCE CENTER)
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

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

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: _____
Tina Calderone, Ed.D., Chairman

Date Approved: _____

ATTEST:

By: _____
Walt Griffin, Ed.D., Superintendent

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

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: _____

Print Name: Ed daSilva

Title: Board Chairman

Date: _____

ATTEST:

By: _____

Print Name: Ted L. Roush

Title: Superintendent of Schools

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
    a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statue.
    b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
    c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
    d. effectively utilizing Title I resources, and other resources in the school improvement/school reform process.
    e. the implementation of effective instructional strategies and evidence-based best practices.
    f. building capacity for the effective engagement of families in the education of their children.
    g. networking with high performing/high poverty schools across the state for the purpose of sharing effective practices.
    h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
    i. advocating for the needs of the Local Educational Agencies (LEAs).
    j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year.
3. co-sponsoring two (2) forums per year with FASFEPA.

EXHIBIT B
OPERATING PROCEDURES

The name of the Center will be the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC will be open to all school districts in Florida.

Advisory Board:

An Advisory Board will guide the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board will be composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members will constitute a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An annual meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings will be shared with general membership.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC member district.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to member districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC member districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC member districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC member districts in state and national organizations, committees, and meetings as appropriate.

INVOICE

MARJORIE MURRAY
DIRECTOR

Seminole County Public Schools

400 East Lake Mary Blvd
Sanford, Florida 32773

Phone
407-320-0244
407-320-0302

Fax
407-320-0293

Website
www.ectacfl.net

Invoice Number: 2020-046-ECT
Invoice Date: 7/1/2019

Purchase Order #

Bill To:
Suwannee County School District
Kecia Robinson, Director
Federal Programs
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064

Remit To:
Marjorie Murray
East Coast Technical Assistance Center
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

Item	Quantity	Unit		Unit Price	Total
1	1	ea	The East Coast Technical Assistance Center (ECTAC) agrees to provide The Suwannee County School District with specific program activities and deliverables for the 2019-2020 school year as specified by the approved contract, the TITLE I Project applications, and other services as agreed upon by both parties. For these services and deliverables, The Suwannee County School District agrees to pay the East Coast Technical Assistance Center an amount of $8,000.00. This payment portion will encompass the project period thru June 30, 2020.	$8,000.00	$8,000.00

Subtotal	$8,000.00
Tax	
Shipping	
Misc	
Balance Due	$8,000.00

Notice to Remitter: Return a copy of this invoice with remittance to ensure proper credit to your account. Include invoice number on your check.

Walt Griffin, Ed.D.
Superintendent

REMITTANCE

Date:
Amount Enclosed:

ECTAC Funding Structure - School Year 2019 - 2020

	District	17-18 Survey 3	Annual Fee
1	GLADES	1421	1000
2	HAMILTON	1603	2000
3	UNION	2303	2000
4	FLORIDA VIRTUAL	2551	2000
5	WAKULLA	3023	4000
6	BRADFORD	3199	4000
7	BAKER	3750	4000
8	DESOTO	4967	4000
9	HARDEE	5268	8000
10	MONROE	5351	8000
11	LEVY	5574	8000
12	OKEECHOBEE	5584	8000
13	SUMTER	5608	8000
14	SUWANNEE	5917	8000
15	HENDRY	7364	8000
16	FLAGLER	8986	8000
17	COLUMBIA	9146	8000
18	MARTIN	9158	8000
19	HIGHLANDS	10379	12000
20	PUTNAM	10826	12000
21	ST. JOHNS	10913	12000
22	INDIAN RIVER	11091	12000
23	CITRUS	11175	12000
24	CHARLOTTE	12517	12000
25	LEON	15808	12000
26	HERNANDO	18517	12000
27	ALACHUA	21318	12000
28	SARASOTA	22975	12000
29	LAKE	29291	12000
30	ESCAMBIA	30715	16000
31	ST. LUCIE	30808	16000
32	MANATEE	31130	16000
33	SEMINOLE	36845	16000
34	BREVARD	42334	16000
35	PASCO	43547	16000
36	VOLUSIA	44241	16000
37	OSCEOLA	55556	16000
38	PINELLAS	67108	18000
39	POLK	78282	18000
40	LEE	80605	18000
41	DUVAL	98739	18000
42	PALM BEACH	129012	20000
43	HILLSBOROUGH*	139920	15000
44	ORANGE	147059	20000
45	BROWARD	184893	22000

Eligibility numbers are based on the FDOE 2017-2018 Final Survey 3 Data Report, with CEP multiplier applied by FDOE.

# Eligible for Free/Reduced Lunch	
up to 1,500	1,000
1,501-3,000	2,000
3,001-5,000	4,000
5,001-10,000	8,000
10,001-30,000	12,000
30,001-60,000	16,000
60001-100,000	18,000
100,001-150,000	20,000
150,001 +	22,000

*Reduced membership rate due to leadership responsibilities in areas of evaluation (approved by ECTAC Advisory Board)

SUWANNEE COUNTY SCHOOL DISTRICT

1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

TED L. ROUSH
Superintendent of Schools

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

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

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources WB

DATE: August 12, 2019

RE: Human Resources Transactions for August 27, 2019 Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
August 27, 2019

TO: District School Board of Suwannee County

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

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

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:
Lura Sapp, Teacher, effective July 30, 2019

RIVEROAK Technical College:
Darias G. Bowers, Teacher, Long Term Substitute, effective August 5, 2019

Suwannee Middle School:
Natalie Haney, Teacher, effective July 17, 2019

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Lyndsey Browning, Paraprofessional, effective July 22, 2019
Magaly Ocampo, Paraprofessional, effective July 22, 2019

Food Service:
Debbie Rogers, 3 hour Food Service Worker, effective August 26, 2019

Suwannee High School:
Cody Gamble, ESE Paraprofessional, effective July 25, 2019
Brant Jessup, ESE Paraprofessional, effective July 24, 2019

Suwannee Primary School:
Misty Cashmore, Paraprofessional, July 22, 2019

Transportation:
Rhonda Garrett, Bus Driver, effective July 31, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Linda Aderholt, Teacher, effective August 5, 2019 *(Rescinded Resignation from 4/23/19 agenda)*
REPLACES: Lura Sapp
Renita Kelly, Teacher, Temporary, effective August 5, 2019
REPLACES: Katee O'Quinn

Branford High School:
Jerrica Byrd, Teacher, effective August 5, 2019
REPLACES: Angel Hill
Deanna Simpson, Teacher, effective August 5, 2019
REPLACES: Laura Merritt

Suwannee Elementary School:
Angela Boatwright, Teacher, effective August 5, 2019
REPLACES: Jacqueline Glover
Kimberly Contento, Teacher, effective August 5, 2019
REPLACES: Evelyn Arnold

Suwannee High School:
Malcolm Pollock, Teacher, effective August 5, 2019
REPLACES: Vernon Wiggins

Suwannee Middle School:
Allison Brown, Teacher, effective August 5, 2019
REPLACES: Tyler Winburn
Deanna Burkett, Teacher, effective August 5, 2019
REPLACES: Brad Scarborough
Elizabeth Mitchell, Teacher, effective August 5, 2019
REPLACES: Cheri Copeland
Phoebe Solek, Teacher, effective August 5, 2019
REPLACES: Jimmie Green
Jayvis Ward, Teacher, effective August 5, 2019
REPLACES: Natalie Haney
Kayla Willliamson, Teacher, effective August 5, 2019
REPLACES: Jayvis Ward

SUBSTITUTES:

The following to serve as a long term Substitute Teachers:

Suwannee Opportunity School:
Brandy Allen

RIVEROAK Technical College:
Eden Camejo

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Richard Allen	RTC/Community School Coordinator	SOS/Community School Coordinator	7/22/2019	
Evelyn Arnold	SES/Teacher	BES/Teacher	8/5/2019	Margaret Williams
Kim Cohen	SMS/Guidance Counselor	SIS/Guidance Counselor	8/5/2019	(Temporary)
Jacqueline Glover	SES/Teacher	BES/Teacher	8/5/2019	Kendra Crews
Katlin Westrich	Facilities/District Secretary	SOS/District Secretary	7/22/2019	

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Crystal Brown, ELL Paraprofessional, effective August 5, 2019
REPLACES: Magaly Rosalio Ocampo
Hannah Knighton, ESE Paraprofessional, effective August 5, 2019
REPLACES: Lyndsey Browning
Amity McCall, ESE Paraprofessional, Temporary/Grant Funded, effective August 5, 2019
REPLACES: Belinda Horn

Branford High School:
David Barnes, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Kelly Bradow, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Melissa Hygema, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
William Procko, ESE Paraprofessional, effective August 5, 2019
REPLACES: Cheri Kennedy
Donna Rhoden, ESE Paraprofessional, effective August 5, 2019
REPLACES: Debbie Yates
Andrea Swanson, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position

Student Services/District-wide:
Caitlin Hester, Migrant Paraprofessional, Temporary, effective August 5, 2019
REPLACES: Jessica Henderson

Suwannee High School:
Michael Dunmore, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Edward McLarity, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Kelly McManaway, ESE Paraprofessional, effective August 12, 2019
REPLACES: Cody Gamble
Becky S. Reaves, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Lucille Turner, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position

Suwannee Intermediate School:
Kerry Palmer, Paraprofessional, effective August 5, 2019
REPLACES: Stephanee Phillips

Suwannee Middle School:
Jacob Fletcher, Custodian, effective July 24, 2019
REPLACES: Melissa Carter
Christina Jones, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position
Amber Mathis, 2 hour Food Service Monitor, effective August 12, 2019
REPLACES: New Position

Suwannee Primary School:
Janell Cline, Paraprofessional, effective August 5, 2019
REPLACES: Misty Cashmore

Transportation:
RoseMerry Bell, Crossing Guard, effective August 12, 2019
REPLACES: Debra Durden

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Naela Salazar	BHS/Paraprofessional	SMS/Paraprofessional	8/5/2019	Kayla Williamson

SUPPLEMENTARY:

NAME	POSITION	LOCATION
W. Chad Bonds	Assistant Football Coach	SMS
W. Chad Bonds	Assistant Baseball Coach	SMS
Tammy Butts	Planning Period	SMS
Andrew Chapman	Athletic Director	SMS
Andrew Chapman	Head Baseball Coach	SMS
Cheri Copeland	Band Director	SMS
Greg Gabey	Head Softball Coach	SMS
Alexander Gonzalez	Planning Period	SMS

Kyler Hall	Planning Period	SHS
Frank Hufty	Planning Period	SHS
Jay Jolicoeur	Planning Period	SHS
Karen Koon	Gifted	BHS
Kevin Lewis	Girls' Head Track Coach	SMS
Lindy Meeks	Yearbook Sponsor	SMS
Eric Rodriguez	Planning Period	SHS
Brad Scarborough	Head Football Coach	SMS
Brittney Shearer	Assistant Softball Coach	SMS
Canary Stephens	Planning Period	SMS
Nicole Stratton	Head Cheerleading Coach	SMS
Roger Terry, Jr.	Girls' Varsity Golf Coach	BHS
Jayvis Ward	Assistant Football Coach	SMS
Kayla N. Williamson	Head Volleyball Coach	SMS

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Suwannee Primary School:
Dora Townsend, Lead Paraprofessional, tentatively August 29, 2019 through December 2, 2019, without pay, with the option of returning sooner if released by the doctor.

Betty A. Riley, Lead CDA Paraprofessional, tentatively August 12, 2019 through November 5, 2019, without pay, with the option of returning sooner if released by the doctor.

Transportation:
Cathy J. Reed, Bus Driver, tentatively August 12, 2019 through November 5, 2019 without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE/MATERNITY):

Suwannee Primary School:
Christine (Mabey) Vervisch, Paraprofessional, tentatively August 5, 2019 through September 9, 2019, without pay, with the option of returning sooner if released by the doctor.

MISCELLANEOUS:

Branford Elementary School:

Approval for the following to work in the after school extended day Pre-K program.

Kim Garrett Edna Roberts Jessica Wagner

Food Service:

Approval for the following 3 hour food service employees to work up to 5 additional hours during the month of August for the mandatory food service training:

BES:	Debbie Rogers		
BHS:	Donna Rightmire		
SES:	Gloria Presley		
SIS:	Susana Beltres	Uriel Perez	Quintonia Smith
SHS:	Robin Krause	Jennifer Hurst	Natelle Smith
SMS:	Renee Hoch		
SPS:	Daisy Couture	Margaret Turner	

Approval for the following 6 hour food service employees to work up to 2 additional hours during the month of August for the mandatory food service training:

BES:	Crystal Cox	
BHS:	Debbie Crawford	
SES:	Marilin Santos	
SIS:	Shanda Chancey	
SHS:	Amoreena Miller	Toni Garcia
SMS:	Diane Chavez	
SPS:	Sharlie Bailey	Jenna Chancey

District wide:

Approval of school based school related personnel (clerical staff and paraprofessionals) to serve as emergency substitutes for the 2019-2020 school year, including those hired throughout the year.

SUBSTITUTES:

The following to serve as a Substitute Bus Driver:

Hope Robinson

The following to serve as Substitute Bus Attendants:

Latandria Brown	Spencer Hutcheson	Teresa Lambert
Sonya Scott	Elizabeth Speller	Sue Stanford

VOLUNTEERS:

Taryn Anderson	Michael Blumenthal	Catherine Brookshire
Adrian Balley	Jason Bond	Anthony Burnette
Amber Bartelme	Chadwick Bradow	Amanda Calhoun
David Bass	Cherie Bradow	Susan Camacho
Senica Bates	Kelly Bradow	Shirley Campbell
Terri Blocker	Kirk Brandstrup	Alfred Clipper

Farren Daniel
Marisol DeJesus
Amanda Epperson
Mellisa Fennell
Brandi Frazier
Mary Fridman
Nicole Fusco
Courtnie Gardner
Sheila Gerlach
Carol Goss
Laura Goss
Marie Goss
Matthew Goss
Jenna Grider
Brandi Grizzle
Charly Hagan
Sara Hagan
Amanda Harris
Daniel Hartley
Glenda Hatch
Bailey Hayes
Jennifer Hayes
Tina Hayes
Klarissa Hernandez
Hildeesther Hurtado
Amanda Jones
Amanda Koon
Laura Koon
John Lacquey
Trannie Lacquey
Marisley Leal
Heather Lee
Malia Leitch
Jenny Lloyd
Dailenis Lopez
Amanda Martin
Syler Martin
Skye McCollum
Heather McInnis
Chris Midgett
Melissa Miller
Heather Misinec
Meg Misinec
Sean Misinec
Aaron Morales
Charity Nasworthy
Norma Nealon
Malbry Owen
Desiree Owens
Jennifer Parramore
Marita Penland
Laura Poore
Lisa Prescott
Brittany Puckett
John Puckey
Catherine Queen
Mellani Reese
Stacie Reid
Bretne Rich
Michelle Richards
Eva Rust
Tina Ryker
Stephanie Sanchez Lopez
Jacquelline Sandoval
Addie-Bell Saylor
Cheri Sexton
Mendy Sikes
E. Skinner
Linda Skinner
Krystal Sobczyk
Lynn Sweat
Robert Sweat
Raychel Taylor
Daniel Tillman
Beverly Williams
Margaret Williams
Jennifer Wright
Kyle Wrightsel
Alyssa Wynn
Ashley Zarate
Hannah Zboralski

RECOMMENDATION FOR THE 2019-2020 SCHOOL YEAR:

CONTRACT RECOMMENDATION:

CONTINUING CONTRACT
(presented for information only)

District Office:	TERM
Kathy Smith	12

End of List
2019-2020
School Year

RESOLUTION
AFFIRMING PARTICIPATION IN THE SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

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

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

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

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

NOW THEREFORE BE IT RESOLVED that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2019-2020 and as such agrees to pay $3,250.00 to the designated Fiscal Agent upon invoice for participation fees.

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

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 27th day of August, 2019.

BY:

_____

Ed daSilva, Chairman, Suwannee County School Board

ATTEST:

_____

Ted L. Roush, Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency

BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

CORPORAL PUNISHMENT 5.1001

I. Definition
"Corporal punishment" means the moderate use of physical force or physical contact by a teacher or principal as may be necessary to maintain discipline or to enforce school rule. However, the term "corporal punishment" does not include the use of such reasonable force by a teacher or principal as may be necessary for self-protection or to protect other students from disruptive students.

II. Procedures
In accordance with s.1003.32, it is the policy of Suwannee County School Board that if the use of corporal punishment is deemed necessary, the following procedures will be followed:

A. The use of corporal punishment shall be approved in principle by the principal before it is used, but approval is not necessary for each specific instance in which it is used. The types of punishable offenses for which it is used are listed in the District approved Student Code of Conduct. The principal will designate specific personnel on the school staff authorized to administer corporal punishment.

B. A principal or his/her designee may administer corporal punishment only in the presence of another certificated school representative who is informed beforehand, and in the student's presence, of the reason for the punishment.

C. A principal or his/her designee who has administered corporal punishment shall provide the student's parent with a written explanation of the reason for the punishment and the name of the other adult who was present.

STATUTORY AUTHORITY: **1003.32, F.S.**

HISTORY: Reviewed 7/9/09; 8/25/09, 1/28/2014, 9/6/2016
ADOPTED: 9/22/09
REVISION DATE(S): 3/22/11
FORMERLY: NEW

AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Sorensen Smith and Bay LLC d/b/a/ Homewood Lodge ALF (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.

1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.

1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.

1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.

1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

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

1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are require by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.

2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.

2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.

2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.

2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.

2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.

2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.

3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.

4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.

4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.

4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.

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

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.

7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they 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.

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1729 Walker Avenue, SW, Ste. 200
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Date:_____

Sorensen Smith and Bay LLC
d/b/a Homewood Lodge ALF
480 SE Mill Street
Mayo, FL 32066

By:_____

By:_____

Date:_____

"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 (2018)

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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).

AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Pine House Inc., d/b/a Oakridge (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Patient Care Technician and/or Practical Nurse students may acquire clinical experience at the facilities of the Clinical Site; and,

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1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.

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

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

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In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1729 Walker Avenue, SW, Ste. 200
Live Oak, Florida 32064

By:_____
Ted L. Roush
Superintendent of Schools

By:_____
Ed daSilva, Chairman
Suwannee County School Board

Date:_____

Pine House Inc., d/b/a Oakridge
297 SE CR 300
Mayo, FL 32066

By:_____

By:_____

Date:_____

"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
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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.

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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 (2018), for additional record keeping requirements.

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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 (2018).

August 14, 2019

Mr. Mark Carver
Director of Facilities
Suwannee County School District
1729 Walker Avenue SW
Live Oak, Florida 32064

Re: Metal Building Delivery
Impact to Schedule

Dear Mark,

In regards to the Suwannee School Board Administration Office project schedule, our current contractual Substantial Completion date is August 15, 2019. This date was based upon our original GMP construction schedule dated December 28, 2018 and the anticipated Pre-Engineered Metal Building arriving on March 7, 2019. The Pre-Engineered Metal Building's actual arrival date was April 24, 2019, much later than our original anticipated date. This has substantially impacted the critical path in the schedule and was beyond our control.

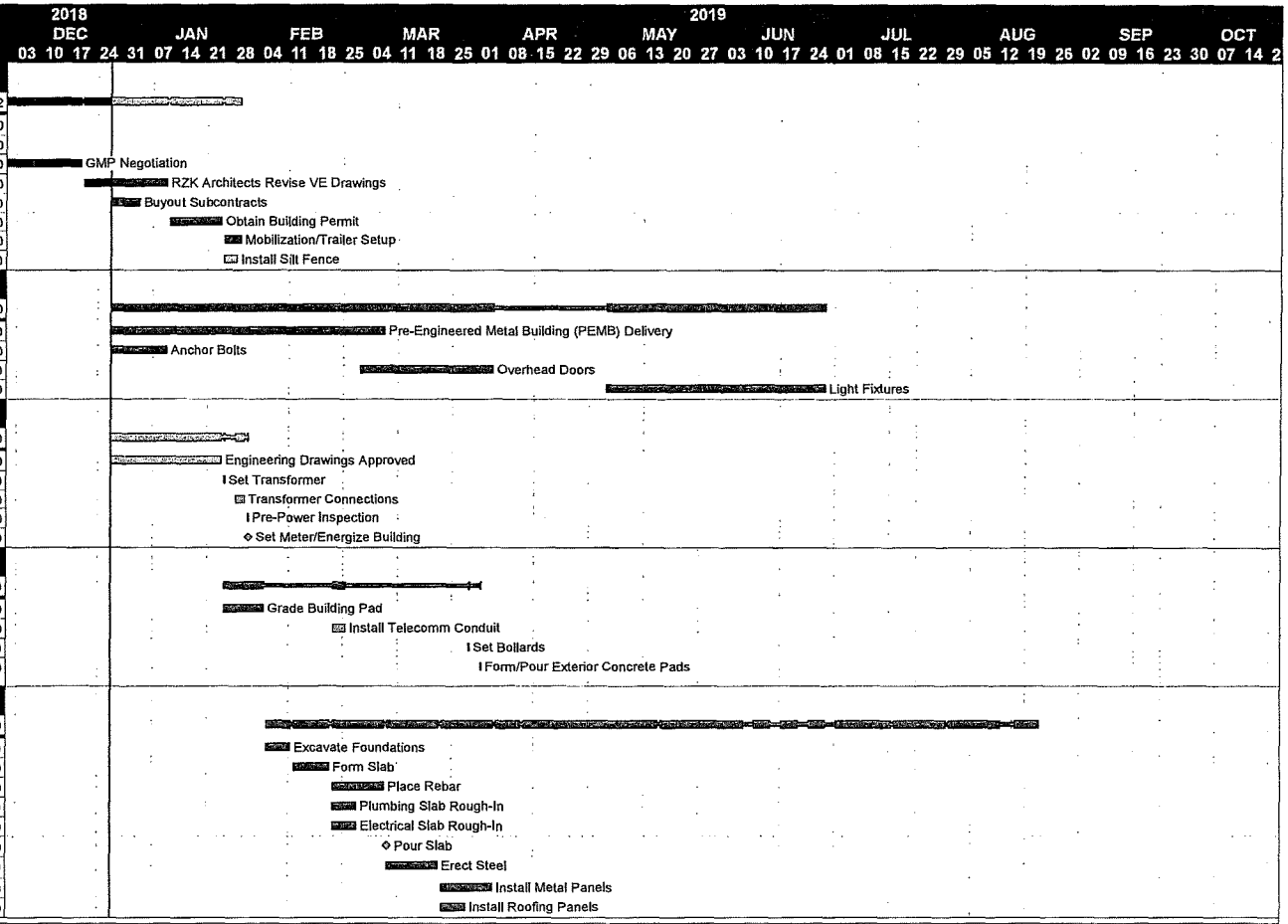
GCSI is not requesting costs for any additional General Conditions but is requesting a time extension by Change Order adding time to the original substantial completion date of August 15, 2019. The revised substantial completion date will now be **October 11, 2019**. Please consider this request and let us know if you have any questions. Project schedules are attached for your review.

Regards,

Todd Gray
Gray Construction Services, Inc.

C: John Zwick, RZK Architects; Ethan Butts, SCDS, Jordan Gray, GCSI

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Start-Up						
		97d	23d	10SEP18 A	29JAN19	32
1040	Advertisement for Bid	9d	0	10SEP18 A	23OCT18 A	100
1120	Bid Day	0	0	25OCT18 A		100
1620	GMP Negotiation	5d	0	21NOV18 A	19DEC18 A	100
1140	RZK Architects Revise VE Drawings	10d	10d	20DEC18 A	10JAN19	0
1630	Buyout Subcontracts	5d	5d	27DEC18	03JAN19	0
1030	Obtain Building Permit	10d	10d	11JAN19	24JAN19	0
1020	Mobilization/Trailer Setup	3d	3d	25JAN19	29JAN19	0
1100	Install Silt Fence	2d	2d	25JAN19	28JAN19	0
Procurement						
		130d	130d	27DEC18	28JUN19	0
1000	Pre-Engineered Metal Building (PEMB) Delivery	50d	50d	27DEC18	07MAR19	50
1150	Anchor Bolts	10d	10d	27DEC18	10JAN19	0
1590	Overhead Doors	25d	25d	01MAR19	04APR19	0
1580	Light Fixtures	40d	40d	03MAY19	28JUN19	0
Utility Tracking						
		25d	25d	27DEC18	31JAN19	0
1050	Engineering Drawings Approved	20d	20d	27DEC18	24JAN19	0
1060	Set Transformer	1d	1d	25JAN19	25JAN19	0
1070	Transformer Connections	3d	3d	28JAN19	30JAN19	0
1080	Pre-Power Inspection	1d	1d	31JAN19	31JAN19	0
1090	Set Meter/Energize Building	0	0		31JAN19	0
Site						
		47d	47d	25JAN19	01APR19	0
1010	Grade Building Pad	7d	7d	25JAN19	04FEB19	0
1190	Install Telecomm Conduit	2d	2d	22FEB19	25FEB19	0
1290	Set Bollards	1d	1d	29MAR19	29MAR19	0
1300	Form/Pour Exterior Concrete Pads	1d	1d	01APR19	01APR19	0
Building						
		141d	141d	05FEB19	22AUG19	0
1110	Excavate Foundations	5d	5d	05FEB19	11FEB19	0
1160	Form Slab	8d	8d	12FEB19	21FEB19	0
1130	Place Rebar	10d	10d	22FEB19 *	07MAR19	0
1180	Plumbing Slab Rough-In	5d	5d	22FEB19	28FEB19	0
1530	Electrical Slab Rough-In	5d	5d	22FEB19	28FEB19	0
1170	Pour Slab	0	0	08MAR19		0
1210	Erect Steel	10d	10d	08MAR19	21MAR19	0
1220	Install Metal Panels	10d	10d	22MAR19	04APR19	0
1240	Install Roofing Panels	5d	5d	22MAR19	28MAR19	0



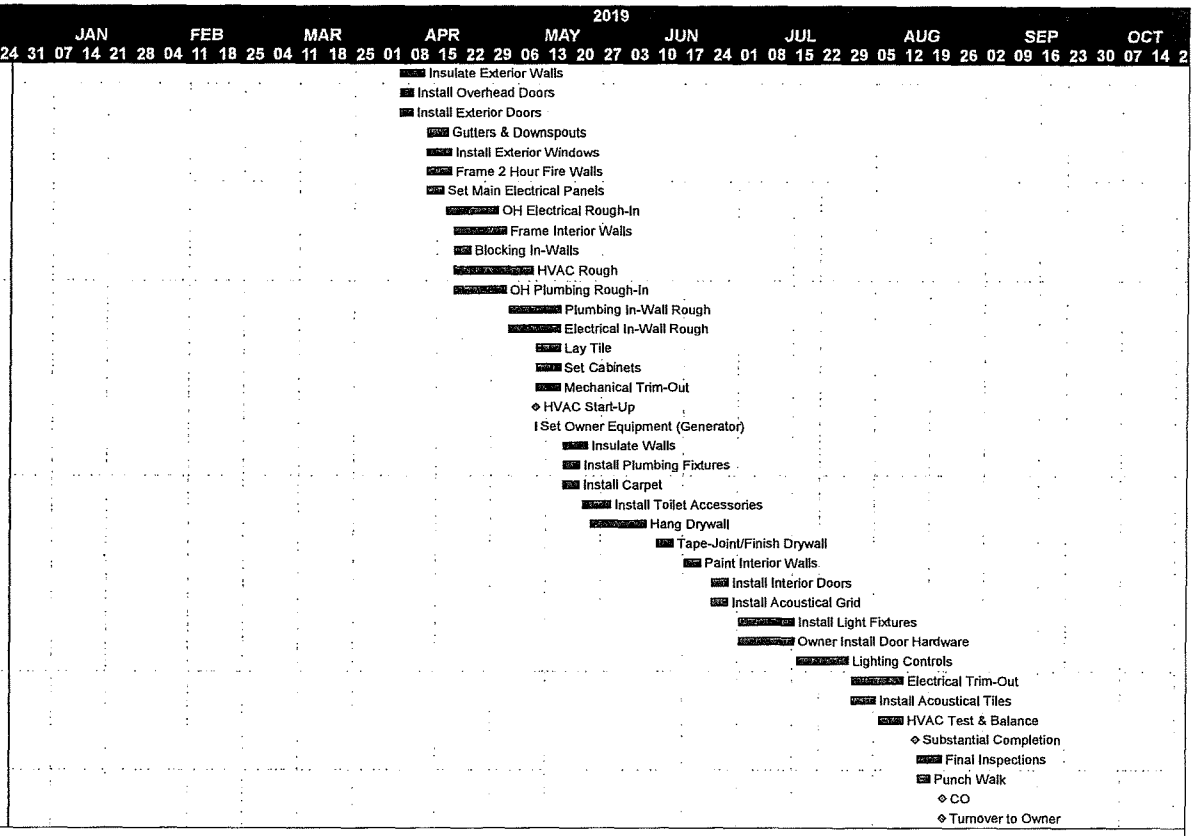
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Finish date	22AUG19
Data date	27DEC18
Run date	28DEC18
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Gray Construction Services, Inc.
Lafayette County Metal Building

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Summary point
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
1230	Insulate Exterior Walls	5d	5d	05APR19	11APR19	0
1270	Install Overhead Doors	2d	2d	05APR19	08APR19	0
1280	Install Exterior Doors	2d	2d	05APR19	08APR19	0
1250	Gutters & Downspouts	4d	4d	12APR19	17APR19	0
1260	Install Exterior Windows	5d	5d	12APR19	18APR19	0
1310	Frame 2 Hour Fire Walls	5d	5d	12APR19	18APR19	0
1550	Set Main Electrical Panels	3d	3d	12APR19	16APR19	0
1440	OH Electrical Rough-In	10d	10d	17APR19	30APR19	0
1340	Frame Interior Walls	10d	10d	19APR19	02MAY19	0
1360	Blocking In-Walls	3d	3d	19APR19	23APR19	0
1430	HVAC Rough	15d	15d	19APR19	09MAY19	0
1450	OH Plumbing Rough-In	10d	10d	19APR19	02MAY19	0
1320	Plumbing In-Wall Rough	10d	10d	03MAY19	16MAY19	0
1330	Electrical In-Wall Rough	10d	10d	03MAY19	16MAY19	0
1390	Lay Tile	5d	5d	10MAY19	16MAY19	0
1400	Set Cabinets	5d	5d	10MAY19	16MAY19	0
1480	Mechanical Trim-Out	5d	5d	10MAY19	16MAY19	0
1560	HVAC Start-Up	0	0	10MAY19		0
1570	Set Owner Equipment (Generator)	1d	1d	10MAY19	10MAY19	0
1350	Insulate Walls	5d	5d	17MAY19	23MAY19	0
1410	Install Plumbing Fixtures	3d	3d	17MAY19	21MAY19	0
1610	Install Carpet	3d	3d	17MAY19	21MAY19	0
1420	Install Toilet Accessories	5d	5d	22MAY19	29MAY19	0
1370	Hang Drywall	10d	10d	24MAY19	07JUN19	0
1380	Tape-Joint/Finish Drywall	5d	5d	10JUN19	14JUN19	0
1500	Paint Interior Walls	5d	5d	17JUN19	21JUN19	0
1510	Install Interior Doors	5d	5d	24JUN19	28JUN19	0
1600	Install Acoustical Grid	5d	5d	24JUN19	28JUN19	0
1460	Install Light Fixtures	10d	10d	01JUL19	15JUL19	0
1520	Owner Install Door Hardware	10d	10d	01JUL19	15JUL19	0
1490	Lighting Controls	10d	10d	16JUL19	29JUL19	0
1470	Electrical Trim-Out	10d	10d	30JUL19	12AUG19	0
1540	Install Acoustical Tiles	5d	5d	30JUL19	05AUG19	0
1680	HVAC Test & Balance	5d	5d	06AUG19	12AUG19	0
1710	Substantial Completion	0	0		15AUG19 *	0
1640	Final Inspections	5d	5d	16AUG19	22AUG19	0
1660	Punch Walk	2d	2d	16AUG19	19AUG19	0
1650	CO	0	0		22AUG19	0
1670	Turnover to Owner	0	0		22AUG19	0



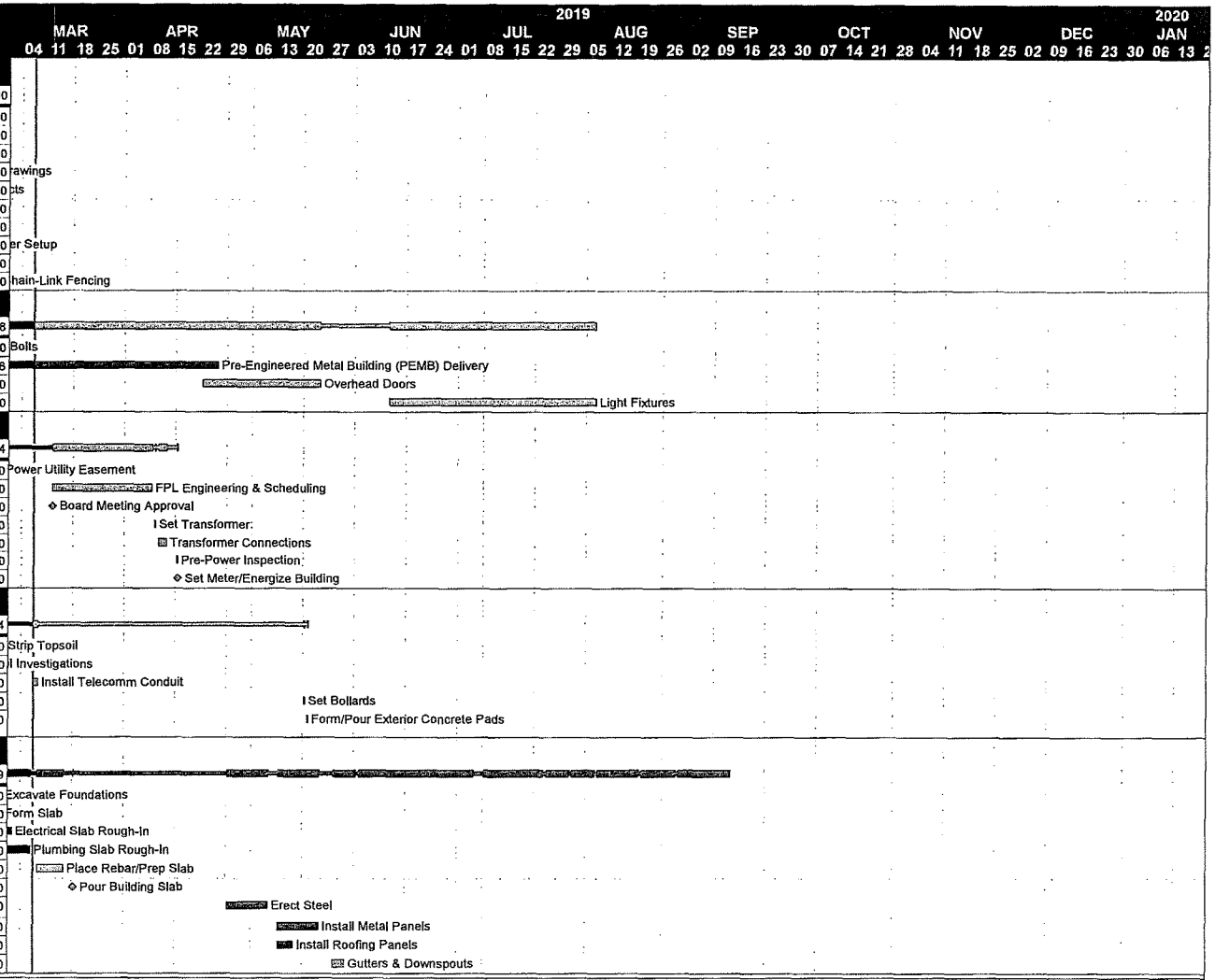
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Gray Construction Services, Inc.
Lafayette County Metal Building

- Early bar
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- Critical bar
- Summary bar
- Summary point
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Start-Up						
		102d	0	10SEP18 A	05FEB19 A	100
1040	Advertisement for Bid	9d	0	10SEP18 A	23OCT18 A	100
1120	Bid Day	0	0	25OCT18 A		100
1620	GMP Negotiation	5d	0	21NOV18 A	19DEC18 A	100
1140	RZK Architects Revise VE Drawings	10d	0	20DEC18 A	14JAN19 A	100
1630	Buyout Subcontracts	5d	0	27DEC18 A	30JAN19 A	100
1200	DOE Approval of Drawings	10d	0	07JAN19 A	14JAN19 A	100
1030	Obtain Building Permit	10d	0	15JAN19 A	15JAN19 A	100
1020	Mobilization/Trailer Setup	3d	0	01FEB19 A	01FEB19 A	100
1100	Install Silt Fence	2d	0	01FEB19 A	01FEB19 A	100
1690	Install Temp Chain-Link Fencing	2d	0	04FEB19 A	05FEB19 A	100
Procurement						
		131d	108d	04FEB19 A	07AUG19	18
1150	Anchor Bolts	10d	0	04FEB19 A	15FEB19 A	100
1000	Pre-Engineered Metal Building (PEMB) Delivery	50d	37d	25FEB19 A	26APR19	26
1590	Overhead Doors	25d	25d	22APR19	24MAY19	0
1580	Light Fixtures	40d	40d	12JUN19	07AUG19	0
Utility Tracking						
		34d	25d	22FEB19 A	15APR19	4
1720	Power Utility Easement	1d	0	22FEB19 A	26FEB19 A	100
1050	FPL Engineering & Scheduling	20d	20d	12MAR19	08APR19	0
1730	Board Meeting Approval	0	0	12MAR19 *		0
1060	Set Transformer	1d	1d	09APR19	09APR19	0
1070	Transformer Connections	3d	3d	10APR19	12APR19	0
1080	Pre-Power Inspection	1d	1d	15APR19	15APR19	0
1090	Set Meter/Energize Building	0	0		15APR19	0
Site						
		78d	54d	01FEB19 A	21MAY19	64
1700	Remove Tree/Strip Topsoil	2d	0	01FEB19 A	05FEB19 A	100
1010	Geotechnical Investigations	5d	0	04FEB19 A	08FEB19 A	100
1190	Install Telecomm Conduit	2d	2d	07MAR19	08MAR19	0
1290	Set Bollards	1d	1d	20MAY19	20MAY19	0
1300	Form/Pour Exterior Concrete Pads	1d	1d	21MAY19	21MAY19	0
Building						
		144d	133d	20FEB19 A	13SEP19	9
1110	Excavate Foundations	5d	0	20FEB19 A	26FEB19 A	100
1160	Form Slab	8d	0	20FEB19 A	26FEB19 A	100
1530	Electrical Slab Rough-In	5d	0	27FEB19 A	01MAR19 A	100
1180	Plumbing Slab Rough-In	5d	0	28FEB19 A	06MAR19 A	100
1130	Place Rebar/Prep Slab	6d	6d	08MAR19	15MAR19	0
1170	Pour Building Slab	0	0	18MAR19		0
1210	Erect Steel	10d	10d	29APR19	10MAY19	0
1220	Install Metal Panels	10d	10d	13MAY19	24MAY19	0
1240	Install Roofing Panels	5d	5d	13MAY19	17MAY19	0
1250	Gutters & Downspouts	4d	4d	28MAY19	31MAY19	0



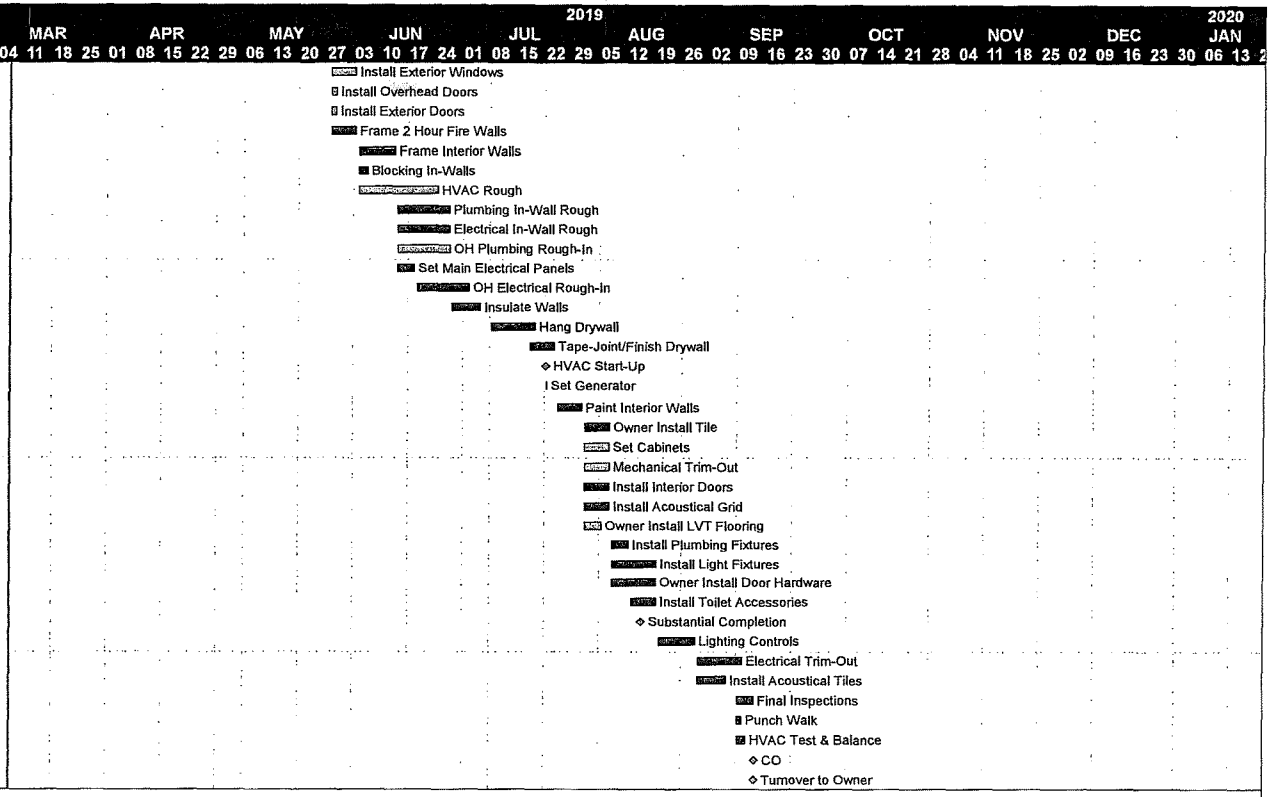
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Gray Construction Services, Inc.
Suwannee County SD Admin Building

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Summary point
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
1260	Install Exterior Windows	5d	5d	28MAY19	03JUN19	0
1270	Install Overhead Doors	2d	2d	28MAY19	29MAY19	0
1280	Install Exterior Doors	2d	2d	28MAY19	29MAY19	0
1310	Frame 2 Hour Fire Walls	5d	5d	28MAY19	03JUN19	0
1340	Frame Interior Walls	8d	8d	04JUN19	13JUN19	0
1360	Blocking In-Walls	3d	3d	04JUN19	06JUN19	0
1430	HVAC Rough	15d	15d	04JUN19	24JUN19	0
1320	Plumbing In-Wall Rough	10d	10d	14JUN19	27JUN19	0
1330	Electrical In-Wall Rough	10d	10d	14JUN19	27JUN19	0
1450	OH Plumbing Rough-In	10d	10d	14JUN19	27JUN19	0
1550	Set Main Electrical Panels	3d	3d	14JUN19	18JUN19	0
1440	OH Electrical Rough-In	10d	10d	19JUN19	02JUL19	0
1350	Insulate Walls	5d	5d	28JUN19	05JUL19	0
1370	Hang Drywall	10d	10d	08JUL19	19JUL19	0
1380	Tape-Joint/Finish Drywall	5d	5d	18JUL19	24JUL19	0
1560	HVAC Start-Up	0	0	22JUL19		0
1570	Set Generator	1d	1d	22JUL19	22JUL19	0
1500	Paint Interior Walls	5d	5d	25JUL19	31JUL19	0
1390	Owner Install Tile	5d	5d	01AUG19	07AUG19	0
1400	Set Cabinets	5d	5d	01AUG19	07AUG19	0
1480	Mechanical Trim-Out	5d	5d	01AUG19	07AUG19	0
1510	Install Interior Doors	5d	5d	01AUG19	07AUG19	0
1600	Install Acoustical Grid	5d	5d	01AUG19	07AUG19	0
1610	Owner Install LVT Flooring	3d	3d	01AUG19	05AUG19	0
1410	Install Plumbing Fixtures	3d	3d	08AUG19	12AUG19	0
1460	Install Light Fixtures	8d	8d	08AUG19	19AUG19	0
1520	Owner Install Door Hardware	8d	8d	08AUG19	19AUG19	0
1420	Install Toilet Accessories	5d	5d	13AUG19	19AUG19	0
1710	Substantial Completion	0	0		15AUG19 *	0
1490	Lighting Controls	8d	8d	20AUG19	29AUG19	0
1470	Electrical Trim-Out	7d	7d	30AUG19	10SEP19	0
1540	Install Acoustical Tiles	5d	5d	30AUG19	06SEP19	0
1640	Final Inspections	5d	5d	09SEP19	13SEP19	0
1660	Punch Walk	2d	2d	09SEP19	10SEP19	0
1680	HVAC Test & Balance	3d	3d	09SEP19	11SEP19	0
1650	CO	0	0		13SEP19	0
1670	Turnover to Owner	0	0		13SEP19	0



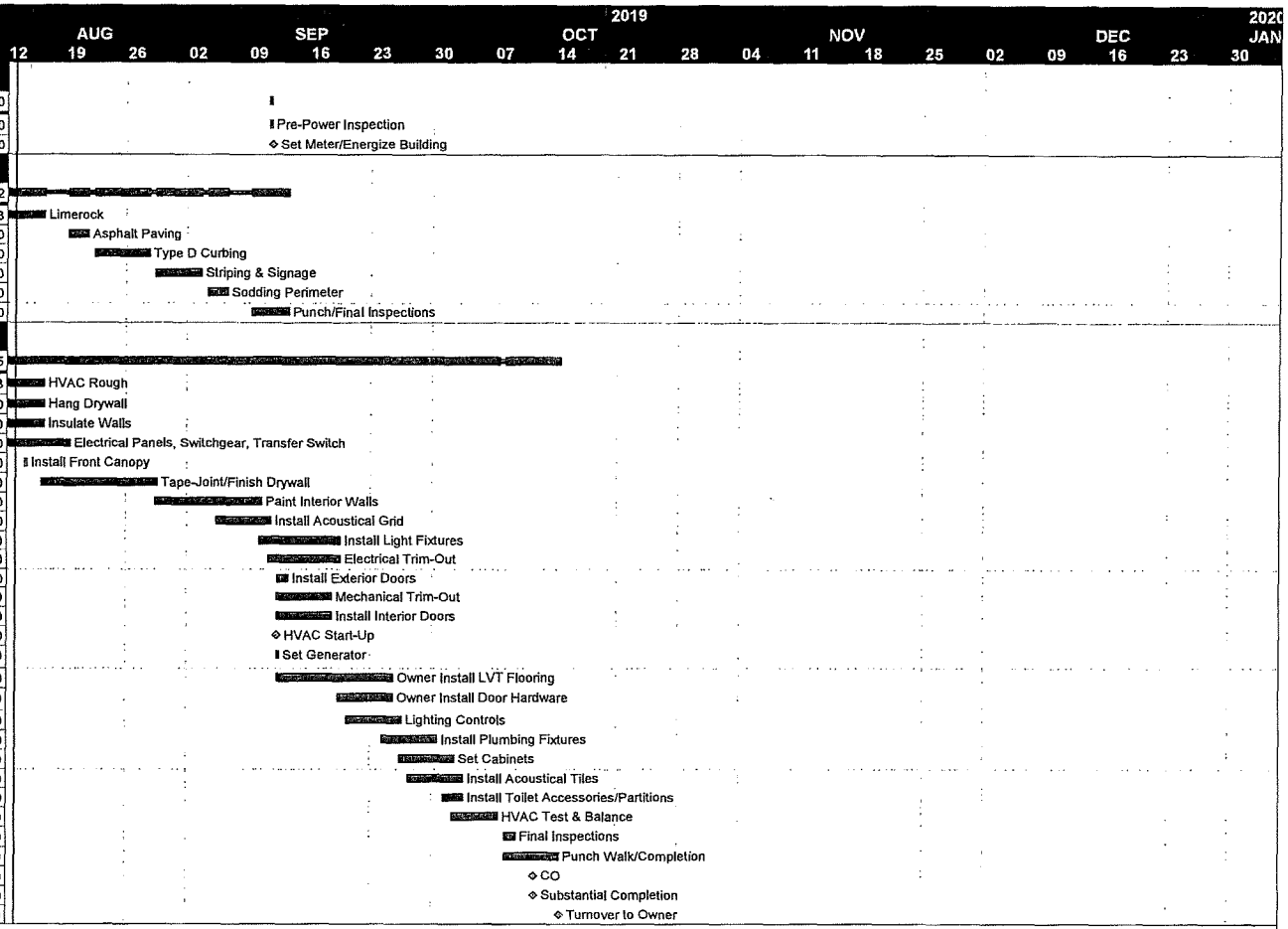
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Gray Construction Services, Inc.
Suwannee County SD Admin Building

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Summary point
Start milestone point
Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	%
Utility Tracking						
		1d	1d	11SEP19	11SEP19	0
1080	Pre-Power Inspection	1d	1d	11SEP19	11SEP19	0
1090	Set Meter/Energize Building	0	0		11SEP19	0
Site						
		27d	23d	07AUG19 A	13SEP19	12
1840	Limerock	7d	4d	07AUG19 A	16AUG19	43
1860	Asphalt Paving	3d	3d	19AUG19	21AUG19	0
1850	Type D Curbing	5d	5d	22AUG19	28AUG19	0
1870	Striping & Signage	3d	3d	29AUG19	03SEP19	0
1890	Sodding Perimeter	3d	3d	04SEP19	06SEP19	0
1880	Punch/Final Inspections	5d	5d	09SEP19	13SEP19	0
Building						
		65d	44d	15JUL19 A	14OCT19	15
1430	HVAC Rough	15d	4d	15JUL19 A	16AUG19	73
1370	Hang Drywall	10d	4d	23JUL19 A	16AUG19	60
1350	Insulate Walls	5d	2d	07AUG19 A	16AUG19	60
1550	Electrical Panels, Switchgear, Transfer Switch	5d	5d	12AUG19 A	19AUG19	0
1580	Install Front Canopy	2d	2d	14AUG19 A	14AUG19	0
1380	Tape-Joint/Finish Drywall	10d	10d	16AUG19	29AUG19	0
1500	Paint Interior Walls	8d	8d	29AUG19	10SEP19	0
1600	Install Acoustical Grid	5d	5d	05SEP19	11SEP19	0
1460	Install Light Fixtures	8d	8d	10SEP19	19SEP19	0
1470	Electrical Trim-Out	7d	7d	11SEP19	19SEP19	0
1280	Install Exterior Doors	2d	2d	12SEP19 *	13SEP19	0
1480	Mechanical Trim-Out	5d	5d	12SEP19	18SEP19	0
1510	Install Interior Doors	5d	5d	12SEP19	18SEP19	0
1560	HVAC Start-Up	0	0	12SEP19		0
1570	Set Generator	1d	1d	12SEP19	12SEP19	0
1610	Owner Install LVT Flooring	10d	10d	12SEP19	25SEP19	0
1520	Owner Install Door Hardware	5d	5d	19SEP19	25SEP19	0
1490	Lighting Controls	5d	5d	20SEP19	26SEP19	0
1410	Install Plumbing Fixtures	5d	5d	24SEP19	30SEP19	0
1400	Set Cabinets	5d	5d	26SEP19	02OCT19	0
1540	Install Acoustical Tiles	5d	5d	27SEP19	03OCT19	0
1420	Install Toilet Accessories/Partitions	3d	3d	01OCT19	03OCT19	0
1680	HVAC Test & Balance	4d	4d	02OCT19	07OCT19	0
1640	Final Inspections	2d	2d	08OCT19	09OCT19	0
1660	Punch Walk/Completion	5d	5d	08OCT19	14OCT19	0
1650	CO	0	0		11OCT19	0
1710	Substantial Completion	0	0		11OCT19	0
1670	Turnover to Owner	0	0		14OCT19	0



Start date	10SEP18
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Gray Construction Services, Inc.
Suwannee County SD Admin Building

Early bar
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July 15, 2019

RE: Bid #20-203 – Food Service Supplies

I have evaluated the bids received on July 11, 2019 for the Food Service Supplies which consist of Wraps, Aprons, Gloves, Paper Goods and cleaning supplies.

Two bids were received as shown below.

Warrior Supply Depot, Inc - $31,505.66 (there were 12 items that were not addressed in the bid)

Catko Distributors, Inc - $30,093.53

On the items that both company's bid on Catko is $1412.33 higher, however they bid on every item that we need. Our evaluation of the experience, reputation, and financial condition of Catko indicates that they are capable of supplying everything that we need. Therefore, I recommend the award of Food Services Supplies to Catko Distributors.

Very truly yours,

Lisa Dorris

Director, Food Services
Suwannee County School District
386-647-4175
lisa.dorris@suwannee.k12.fl.us

Supply Bid Sheet

SY 2019 20

Food Service Program

Suwannee County School District

	Item Specifications	Warrior	Catko		
1	Aluminum Foil Heavy Duty, 18"x25" roll	$ 25.96	$ 25.65		
2	Aluminum Foil squares 9"x10" 500/box	$ 47.91	$ 7.90		
3	Film wrap clear plastic 18"x2000' roll	$ 16.13	$ 13.76		
4					
5	Liners, Bake Sheet 16"x35" 1000/cs	No Bid	$ 32.60		
6	Liners, Pan Saver 100/box	No Bid	$ 25.90		
7	Gloves, disposable heavy plastic wrist length medium& Xt Large 500/box	$ 4.61	$ 1.99		
8	Gloves Powderless S,M,L,XL	$ 35.38	$ 2.39		
9	Gloves, Disposable tough vinyl, seamless, tight fitting fits either hand NO powder s-Xl	$ 26.46	$ 6.98		
10	Bowls, salad foam round 12 oz	$ 53.56	$ 2,090.00		
11	Containers 8 oz 1000/case	$ 38.71	$ 14.75		
12	Cups/Lids, 4oz 2500/case	No Bid	$ 37.50		
13	Cups, foam 8oz cold drink 1000/case	$ 23.98	$ 17.85		
14	Cups, foam 16 oz cold drink 1000/case	No Bid	$ 17.58		
15	Cups, Souffle 2oz 5000/case	$ 23.57	$ 23.90		
16	Cups, Souffle 4oz 5000/case	$ 37.04	$ 37.50		
17	Cups/Lids, 8oz squat 500/case	No Bid	$ 14.75		
18	Cups/Lids, 12oz squat 500/case	No Bid	$ 18.95		
19	Food tray (french fries) paper, 8oz 1000/pk	$ 18.33	$ 16.10		
20	Forks, Medium plastic 1000/case	$ 7.57	$ 5.90		
21	GENPAK 3 comp snapit tray (#NS203)	$ 19.53	$ 19.40		
22	Knives 1000/case	$ 7.47	$ 5.90		
23					
24	Lids, clear, to fit 16 oz Code #10 1000/case	No Bid	$ 15.50		
25	Lids, clear plastic 12oz drinking cup 1000/cs	$ 18.62	$ 15.50		
26	Napkin (dispen) 7.25"x13.5" 40pks of 250/cs	$ 28.24	$ 27.60		

27	Plates 6" foam 1000/cs	$ 17.84	$ 21.25		
28	Plates 9" foam divided 3 compartment 500/cs	$ 18.23	$ 19.88		
29	Plates, 3 compartment 500/case	No Bid	$ 19.88		
30	Spoons 1000/cs	$ 7.04	$ 5.90		
31	Sporks 1000/cs	No Bid	$ 13.75		
32	Tray hinged lid, foam 8x71/2x3/34,3 compartment 200/cs	$ 18.20	$ 22.50		
33	Pebble Plate School Tray 22st-8, black- 5 compartment,240/cs	No Bid	$ 19.20		
34	Tray, food(French fr) paper 4 oz 1000/pk	$ 12.32	$ 29.80		
35	Tray, sandwich clear plastic, hinged lid 3"x6"x3" 500/cs	$ 51.04	$ 52.00		
36	All Purpose Cleaner	No Bid	$ 19.80		
37	Broom, Angle Stick	No Bid	$ 4.95		
38	Can liners 40-45 gal 1.6 Miln 100/cs	$ 21.16	$ 28.60		
39	Floor Cleaner	No Bid	$ 86.41		
40	Germicidal Cleaner/All purpose	$ 32.23	$ 30.75		
41	Handles, wet mop JAW type	$ 6.88	$ 7.90		
42	Mop bucket with wringer	$ 50.21	$ 54.00		
43	Spray Bottles 2/triggers	$ 1.22	$ 0.99		
44	Toilet Bowl Cleaner	No Bid	$ 34.00		
45	Toilet Bowl Mop	$ 0.88	$ 1.05		
46	Hand Soap Betco Clario	$ 42.62	$ 53.96		
47	Wet mop 24ozrayon banded 12/cs	$ 2.74	$ 3.25		
48	Roll Towels Wausau Ecosoft 800' natural	No Bid	$ 48.00		
49					
50					
51					

On the items that both company's bid on, Catko is slightly higher, however they bid on every item that we need. Based on our past experience with Catko I recommend the award of Food Services Supplies to Catko Distributors, Inc

SCHOOL DISTRICT OF SUWANNEE COUNTY

FOOD SERVICE MONITOR

JOB DESCRIPTION

QUALIFICATIONS:

(1) High School Diploma or equivalent.
(2) Good physical health.
(3) Or other appropriate certificates/licenses required by the District.
(4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of district student code of conduct, school policies and safety procedures. Skill in de-escalating potential conflict and resolving problems. Ability to work harmoniously with school staff, students and fellow workers and provide a friendly food service experience to participants. Ability to understand and follow written and verbal instructions and demonstrate skill in maintaining proper decorum.

REPORTS TO:

School Principal in consultation with the Food Service Manager

JOB GOAL

To promote a safe and orderly campus environment by monitoring student behavior during meal service periods.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

<u>Service Delivery</u>

*(1) Provide student supervision during meal service periods.
*(2) Assist in the enforcement of school rules and address negative behavior.
*(3) Refer behavior problems to proper authorities according to guidelines established by the individual school site.
*(4) Communicate with students and school staff in a positive and professional manner utilizing appropriate customer service and interpersonal skills.
*(5) Circulate throughout the cafeteria or in assigned areas and assist students as needed.

<u>Employee Qualities/Responsibilities</u>

*(6) Wear district provided vest while on duty.
*(7) Carry district provided communication device.
*(8) Participate in ongoing in-service programs.
*(9) Work independently or as a team member.

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FOOD SERVICE MONITOR (Continued)

*(10) Work cooperatively with other workers.
*(11) Display a pleasant attitude toward students.

Inter/Intra-Agency Communication and Delivery

*(12) Follow all school and food service policies.
*(13) Follow attendance, punctuality and proper dress rules.
*(14) Communicate well with Manager.
*(15) Communicate effectively with students, staff and administration.
*(16) Observe all safety rules and report any accident to the proper authority.

System Support

*(17) Represent the School Board in a positive manner.
*(18) Appear before the School Board as needed.
*(19) Shall assume additional responsibilities as assigned by the principal.

PHYSICAL REQUIREMENTS:

Heavy Work: Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF SUWANNEE COUNTY

STUDENT SUCCESS AND SAFETY ADVOCATE

JOB DESCRIPTION

QUALIFICATIONS:

(1) High school diploma. Bachelor's degree in social work or related field from an accredited educational institution preferred.

(2) Minimum of three (3) years successful experience in social work or an educational setting.

(3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge and understanding of district services available to students. Skill in the human interaction and conflict resolution. Ability to work effectively with students of diverse backgrounds, including at-risk and low socioeconomic students and their families. Ability to assist teachers with students in alternative school settings and support as variety of instructional delivery models. Knowledge of community agencies that can provide assistance to students. Ability to communicate effectively verbally and in writing. Ability to collect and maintain data. Ability to maintain confidentiality. Ability to develop and maintain effective working relationships with faculty, staff, students, and parents. Skill in the operation of standard up-to-date computer applications. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to prepare and maintain accurate records and reports.

REPORTS TO:

Director of School Choice

JOB GOAL

To serve as an advocate for students and assist in the delivery of alternative learning programs.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

*(1) Demonstrate initiative and high level of visibility in assigned area to fulfill project goals and objectives.

*(2) Help monitor grounds, buildings and parking lots and report potential safety problems.

*(3) Use strategies to prevent incidents and to protect employees, students, and property of the School District of Suwannee County.

*(4) Maintain an approved, flexible work schedule by clocking in at appropriate sites at appropriate times.

*(5) Perform student attendance and registration duties as assigned.

*(6) Serve as a substitute teacher in classes as needed.

*(7) Assist with other office activities as assigned.

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STUDENT SUCCESS AND SAFETY ADVOCATE (Continued)

*(8) Assist with the enforcement of school rules, administrative regulations and School Board policies.
*(9) Assist in completing referrals, incident reports, and other reports in an acceptable manner, as well as provide mentorship and supervision as needed.
*(10) Interact with students to provide occupational information.
*(11) Provide instructional assistance as planned or coordinated by the teacher or administrator.
*(12) Assist students with personal hygiene, health and safety issues or grooming as required.
*(13) Use classroom management techniques conducive to an effective classroom environment.
*(14) Proctor tests as assigned.
*(15) Serve on the District Safety Committee.

Inter/Intra-Agency Communication and Delivery

*(16) Assist with the District's efforts to reduce truancy.
*(17) Work closely with the District Director of School Safety and Other Administrative Services, in completing ERP and other required documentation.
*(18) Communicate effectively with students, parents, staff and administration.
*(19) Keep supervisor informed of potential problems or unusual events.
*(20) Respond to inquiries and concerns in a timely manner.

Employee Qualities/Responsibilities

*(21) Demonstrate initiative in the performance of assigned responsibilities.
*(22) Ensure adherence to good safety procedures.
*(23) Model and maintain high ethical standards.
*(24) Follow attendance, punctuality and proper dress rules.
*(25) Maintain confidentiality regarding school/workplace matters.
*(26) Participate successfully in the training programs offered to increase the individual's skill and proficiency related to the assignment.

System Support

*(27) Maintain a broad knowledge of District policies and procedures.
*(28) Assist other staff members upon request, thereby reflecting a team effort.
*(29) Demonstrate support for the school and its goals and priorities.
*(30) Perform other tasks consistent with the goals and objectives of this position.
*(31) Appear before the School Board as needed.
*(32) Shall assume additional responsibilities as assigned by the superintendent.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force regularly to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.
Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

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STUDENT SUCCESS AND SAFETY ADVOCATE (Continued)

*Essential Performance Responsibilities

SCSB Approved XX/XX/XX

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NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020
LUNCHROOM

Food Service Monitor

$12.00 per hour

Effective July 1, 2019-June 30, 2020

Adopted _____ by the
SUWANNEE COUNTY SCHOOL BOARD
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020

COMMUNITY SCHOOLS COORDINATOR/STUDENT SUCCESS AND SAFETY ADVOCATE

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
30865	31556	32262	32944	33637	34326	35019	35712	36402	37098	38134	39233	39859	40441	41024

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of $175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2019-June 30, 2020

Adopted _____ by the
SUWANNEE COUNTY SCHOOL BOARD
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064
386/647-4600
Ted L. Roush, Superintendent

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Communication Services, Inc. d/b/a Interpretek** ("Contractor").

WITNESSED:

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

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

2. REPRESENTATIVES AND WARRANTIES

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

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

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

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

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

(ii) all applicable policies of: SCSB;

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

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

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

the provision of services under this Agreement; and

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on the date of execution by both parties and ending June 30, 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days**

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed..

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

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

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

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

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

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

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall

survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1729 Walker Avenue, SW, Suite 200

Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Communication Services, Inc.
75 Highpower Road
Rochester, NY 14623

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

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

21. RELEASE OF STUDENT RECORDS

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

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2019.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Ed daSilva, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Christian Fillman, Asst. Regional Director
Interpretek Jacksonville

_____ Date _____
Type or Print Name of Witness

EXHIBIT A

Agreement for Sign Language Services

Terms of Service:

- **Initial Charge:** A 4 hour minimum charge is required on all on-site assignments. Charges are per hour per interpreter and will be charged for the full time scheduled including breaks. Each on-site interpreter for Suwannee County for the 2019-2020 school year will be typically scheduled 7 hours daily. (VRI Interpreters have a 2 hour minimum charge)
- **Additional Time:** If an assignment is going to run past the scheduled time, the interpreter(s) will accommodate according to availability. Additional time will be billed in 30 minute increments.
- **Late Charges:** Any assignment scheduled with less than 48 business hours notice (defined as 2 full business days from time of the appointment) notice is subject to an additional 20% charge. (Business Hours defined as Monday to Friday 9:00am to 5:00pm.)
- **After Hours / Weekends:** Requests between 5pm to 9am require an additional charge of $10.00 per hour/per interpreter, as well as on Saturdays, Sundays and Holidays.
- **Fulfillment of Contract:** Presence of the interpreter constitutes fulfillment of contract. The interpreter will wait 30 minutes past the scheduled start time. If consumer is not present after 30 min, the interpreter will no longer be required to stay and should be released from the assignment. In the event consumers make changes during the assignment, such as cancelling after the Interpreter is present or not showing at all, Interpretek will still invoice for the hours reserved.
- **Cancellations:** The cancellation period is more than 2 full business days (M-F, 48 hours) prior to the start time. If not received before this time period, payment is billed for the hours reserved.

Payments:

- Payment will be due upon receipt of invoice, unless otherwise negotiated.
- Delinquent accounts will assess an additional 10% processing charge per month.

Additional Info:

- **Confidentiality:** Interpretek shall maintain confidentiality and shall not disclose educational, health, or other confidential information except in accordance with all applicable laws and policies. This provision shall survive the termination of this Agreement.

EXHIBIT A (Continued)

2019-2020 Educational Rates

Description	EIPA >3.0 Qualified	EIPA 3.0-3.4	EIPA 3.5-3.9	Nat'l Cert. / EIPA 4.0<
Interpreting Rates for Students	$39	$43	$49	$54
Interpreting Rates for Parents	$39	$43	$48	$54
Interpreting Rates for Employees	$39	$43	$48	$54
Tri-Lingual	$43	$48	$54	$59
Interpreting Rates for Legal Requests (Investigations, DCF, etc.)	*N/A*	*N/A*	*N/A*	$54
VRI (Video Remote Interpreting)	$39	$43	$48	$54
Travel:	*Interpretek endeavors to provide on-site interpreters that live in the area of your district. At times, the only qualified interpreters that are available may have to travel some distance to reach the school to which they are assigned. If this is the case, we can discuss options for compensating the interpreter for their travel time. (Could be a mileage reimbursement or possibly an extra hour or so built into each day.)*			

EXHIBIT A (Continued)

Suwannee County Billing Information

Billing information (to be filled out by Suwannee County)

District Billing Name: _____

District Billing Address:

_____

City: _____ State: _____ Zip:_____

Phone:_____

Billing Email: _____

Billing Contact Phone: _____

Billing Approval Name: _____

Billing Approval Signature: _____

EXHIBIT B

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).