

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
February 14, 2017

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

1. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-89      Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Deborrah R. Metheny (*Renewal*) (pgs. 3-14)

2. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-90      Addendum to the Contract Agreement between UChicago Impact LLC and Suwannee County School District for the 5Essentials System (Note: This is an addendum to Contract #2017-83, which was previously Board approved on November 22, 2016.) (*New*) (pgs. 15-17)

**Director of Elementary and Early Childhood Education – John Olson:**

3. The Superintendent recommends approval to revise the dates for the Branford Elementary School (BES) Safety Patrol out-of-state trip and out-of-state travel to Washington, DC, from March 10-13, 2017, to March 10-14, 2017. (Note: The original trip and travel were Board approved on May 24, 2016. The revision is to add one additional day.) (pg. 18)

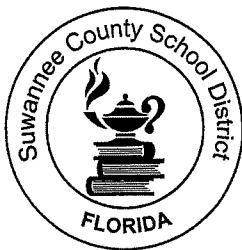
**Director of Student Services – Elizabeth Simpson:**

4. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-86      Every Student Succeeds Act (ESSA) Interagency Agreement between the School Board of Suwannee County, Florida, and the Department of Children and Families Circuits 3 and 8, and the Partnership for Strong Families, Inc. (*New*) (**pgs. 19-27**)

Adjourn

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • 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."*

## MEMORANDUM

**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

**TO:** Ted L. Roush, Superintendent of Schools   
**FROM:** Janene Fitzpatrick, Assistant Superintendent of Instruction   
**THRU:** Vickie DePratter, Chief Financial Officer  FOR   
**DATE:** February 6, 2017  
**RE:** Agenda Item for February 14, 2017, Special Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following Professional/Technical Services Agreement for the 2016-2017 school year.

#2017-89 Between the School Board of Suwannee County, Florida and  
Deborrah R. Metheny (RENEWAL)

### BACKGROUND:

The Independent Contractor will provide recommendations to the Suwannee County School Board with regard to the processing and disposition of proposed charter school application(s). Payment shall not exceed \$6,000.00 plus applicable travel expenses and will be paid out of the general fund.

**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 Deborah R. Metheny ("Contractor").

**WITNESSED:**

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced charter school 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 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 and ending November 30, 2017, 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 I(C) of this Agreement.

### 6. BILLING

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

## 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information.

## 8. CRIMINAL BACKGROUND CHECKS

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

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

## 9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

#### 10. INDEMNIFICATION

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

#### 11. DEBARMENT & SUSPENSION

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

#### 12. TERMINATION

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

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



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

- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
- (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
- (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 10, 13, and 15.

### 13. ARBITRATION

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

### 14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

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

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
702 2<sup>nd</sup> Street, NW  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
215 S. Monroe Street, Suite 702  
Tallahassee, FL 32301

Contractor: Deborrah R. Metheny  
3250 N. Seclusion Drive  
Sarasota, FL 34239

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 (2016) 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 \_\_\_\_\_, 2017.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Jerry Taylor, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted L. Roush, Superintendent of Schools

\_\_\_\_\_  
Date

(SEAL)

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Deborrah R. Metheny

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

**Services Rendered:**

The School Board of Suwannee County agrees to pay for the following services rendered by the Independent Contractor:

The independent contractor shall: 1) review information provided by the School Board of Suwannee County regarding proposed application(s) for charter school(s), 2) review current Florida Statutes, SBE Regulations, and Suwannee County School Board Policies relating to the proposed charter school, 3) establish procedures for evaluating charter school applications, and 4) provide recommendations to the Suwannee County School Board with regard to the processing and disposition of the proposed charter application(s). The independent contractor will provide assistance, where needed, to the district in updating policies, procedures, and practices related to charter school sponsoring.

**The Services will be rendered during the time period:**

February 14, 2017 to November 30, 2017.

**Rate of Reimbursement:**

The Services will be reimbursed at the rate of \$150.00 per hour for onsite and distant services plus applicable travel expenses. Payment under this contract shall not exceed \$6,000.00 plus applicable travel expenses. Additional services may be provided and reimbursed under this contract via a contract amendment approved by both parties.

Payment will be made upon receipt of an invoice for services submitted by the independent contractor. The invoice shall include documentation of the services provided and the dates of those services. Payment shall include the rate for the independent contractor and applicable travel expenses pursuant to Florida Statutes 112.061.

**EXHIBIT B**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2016)**

**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 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), for additional record keeping requirements.

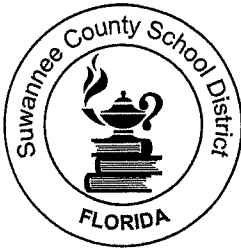
**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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 (2016).

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064  
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**TED L. ROUSH**  
Superintendent of Schools

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ensuring all students are prepared for personal success."*

## MEMORANDUM

**JERRY TAYLOR**  
DISTRICT 1

**CATHERINE CASON**  
DISTRICT 2

**TIM ALCORN**  
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**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

**TO:** Ted L. Roush, Superintendent of Schools *TR*  
**FROM:** Janene Fitzpatrick, Assistant Superintendent of Instruction *JF*  
**THRU:** Vickie DePratter, Chief Financial Officer *ED FOR VP*  
**DATE:** February 6, 2017  
**RE:** Agenda Item for February 14, 2017, Special Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2016-2017 school year.

#2017-90 UCHICAGO IMPACT LLC and Suwannee County School District  
(NEW) (Note: This is an addendum to #2017-83 previously Board  
approved on 11/22/2016)

### BACKGROUND:

The original contract for the 5Essentials survey was approved on 11/22/16.  
RIVEROAK Technical College is not going to participate in the 5Essentials survey  
as originally approved, due to the majority of their students being dual enrolled in  
SHS and BHS. The revised contract reflects the removal of RTC.

## ADDENDUM TO THE CONTRACT AGREEMENT BETWEEN UCHICAGO IMPACT LLC AND SUWANNEE COUNTY SCHOOL DISTRICT FOR THE 5ESSENTIALS

This document serves as an Addendum to the Contract Agreement by and between UChicago Impact LLC ("UChicago Impact") and Suwannee County School District (SCSD) dated November 22, 2016 for the implementation of the 5Essentials in Florida.

In EXHIBIT B: Materials and Service Pricing, eight units are referenced in the cost table; however SCSD withdrew participation for RIVEROAK Technical College, leaving only seven schools. Therefore, EXHIBIT B should include only seven units as outlined below:

### EXHIBIT B: Materials and Service Pricing

Component	Unit Price	Units	Annual Price
5Essentials System ( <i>unit is equivalent of one "school"</i> ) Includes: <ul style="list-style-type: none"> <li>▪ 5Essentials Surveys               <ul style="list-style-type: none"> <li>○ 5Essentials Teacher Survey for all grade PK-12 teachers</li> <li>○ 5Essentials Student Survey for all grade 4-12 students</li> <li>○ Data on five essentials, 22 measures, and over 150 questions tested through 20 years of research at the University of Chicago.</li> <li>○ Measures predictive of student and school outcomes.</li> <li>○ Online survey administration built for schools.</li> </ul> </li> <li>▪ 5Essentials Scoring               <ul style="list-style-type: none"> <li>○ University of Chicago scoring process.</li> <li>○ Invalid respondent algorithm to remove intentionally or unintentionally inappropriate responses.</li> <li>○ Predictive of school improvement changes.</li> <li>○ 6-8 week turnaround time.</li> </ul> </li> <li>▪ 5Essentials Reports               <ul style="list-style-type: none"> <li>○ Online reporting system for each school achieving 50% response rate.</li> <li>○ Trends beginning in the second year of implementation.</li> <li>○ Downloadable and printable reports.</li> <li>○ 1-year license for principals and administrators.</li> <li>○ Public access upon request.</li> </ul> </li> </ul>	\$1548	7	\$10,836
Supplemental Parent Survey for all grade PK-12 parents	\$200	7	\$1400
<b>5Essentials System Subtotal</b>			
<b>Total</b>			<b>\$12,236</b>



And in EXHIBIT E: Participating Schools, RIVEROAK Technical College is no longer participating in the 2016 – 2017 5Essentials Administration. Therefore, EXHIBIT E should only include the following schools:

### EXHIBIT E: Participating Schools

School ID	School Name
	Branford Elementary School
	Branford High School
	Suwannee Primary School
	Suwannee Elementary School
	Suwannee Intermediate School
	Suwannee Middle School
	Suwannee High School

The signatures below indicate that both parties agree to this addendum to the contract.

**Service Recipient:**

Suwannee County School Board

\_\_\_\_\_  
Chairperson, Suwannee County School Board

\_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

\_\_\_\_\_  
Date

**Service Provider:**

UChicago Impact

\_\_\_\_\_  
Elliot Ransom  
Co-Chief Executive Officer

\_\_\_\_\_  
Date

# SUWANNEE COUNTY SCHOOL DISTRICT

*"Building Brighter Futures Together"*

**Ted L. Roush, Superintendent**



## **Branford Elementary School**

26801 State Road 247  
Branford, Florida 32008  
(386) 935 5700  
(386) 935 6311-Fax

**Mrs. Jennifer A. Barrs, Principal**

### **MEMORANDUM**

**TO:** Ted L. Roush, Superintendent of Schools *TR*

**FROM:** John Olson, Director of Elem. and Early Childhood Education *JO*

**THRU:** Jennifer Barrs, Principal of Branford Elementary School *JB*  
Vickie DePratter, Chief Financial Officer *see* FOR RMD  
Janene Fitzpatrick, Assistant Superintendent of Instruction *JF*

**DATE:** January 18, 2017

**RE:** Agenda Item for the February 14, 2017, Special Meeting

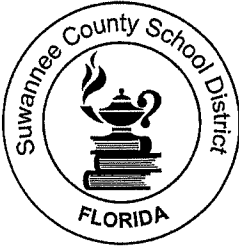
### **RECOMMENDATION:**

The Superintendent recommends approval to revise the dates for the Branford Elementary School (BES) Safety Patrol out-of-state trip and out-of-state travel to Washington, DC, from March 10-13, 2017, to March 10-14, 2017. (Note: The original trip and travel were Board approved on May 24, 2016. The revision is to add one additional day.)

### **BACKGROUND:**

John Olson, Director of Elementary and Early Childhood Education, requests the revision of the dates for out-of-state travel for BES employee Elizabeth Johnston and the BES Safety Patrol students and parent chaperones to travel to Washington, DC, during the 2016-2017 school year for the BES Safety Patrol trip. The correct dates will be March 10-14, 2017.

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • 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




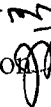

**TIM ALCORN**  
DISTRICT 3

**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools   
**FROM:** Elizabeth Simpson, Director of Student Services   
**THRU:** Vickie DePratter, Chief Financial Officer  For V   
Janene Fitzpatrick, Assistant Superintendent of Instruction   
**DATE:** January 17, 2017  
**RE:** Agenda Item for February 14, 2017, Special Board Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2016-2017 school year:

#2017-86 Every Student Succeeds Act (ESSA) Interagency Agreement New  
between Florida Department of Children and Families (Circuits 3  
and 8), Partnership for Strong Families, Inc., and the School Board of  
Suwannee County, Florida.

### BACKGROUND:

This interagency agreement requires the aforementioned parties to coordinate services for the purpose of ensuring educational stability for children in foster care. These services require the coordinated flow of information across multiple agencies.

ES/ro

**EVERY STUDENT SUCCEEDS ACT (ESSA)  
INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT ("Agreement")** is made and entered into as of the date on which it becomes fully executed, by and between

**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**  
("School Board"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 702 2<sup>nd</sup> Street NW, Live Oak, Florida, 32064-1608;  
and

**DEPARTMENT OF CHILDREN AND FAMILIES,  
CIRCUITS 3 AND 8**  
("DCF" or "the department"), whose principal place of business is 1000 NE 16<sup>th</sup> Avenue, Building J, Gainesville, Florida, 32601;  
and

**PARTNERSHIP FOR STRONG FAMILIES, INC.**  
("PSF"), whose principal place of business is 5950 NW 1<sup>st</sup> Place, Suite A, Gainesville, Florida, 32607;

(each, a "Party" and collectively, "the "Parties.")

**WHEREAS**, School Board is the Local Educational Agency (LEA) for the Every Student Succeeds Act ("ESSA"), and an administrative entity for Sections 1111(g)(1)(E) and 1112(c)(5) of the Elementary and Secondary Education Act of 1965 ("Sections 1111(g)(1)(E) and 1112(c)(5)"), and focuses on ensuring educational stability for children in foster care; and

**WHEREAS**, DCF is the local child welfare agency to provide, either directly or through contracted providers, child welfare services under Florida Statutes and Administrative Rules; and

**WHEREAS**, PSF is a private, not for profit agency and an independent contractor pursuant to F.S. 409.988 providing case management and related child welfare services on behalf of DCF for children in foster care in Circuits 3 and 8; and

**WHEREAS**, the Parties acknowledge that educational stabilization, and development and progress in appropriate educational programs are important to children jointly served; and

**WHEREAS**, the Parties wish to coordinate their respective responsibilities concerning educational and supports for children in out-of-home care; and

**WHEREAS**, F. S. 39.0016(4), F.S., requires DCF to enter into agreements with local school boards regarding children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from a school board; and

**WHEREAS**, the provisions of section 475(5)(G)(ii)(I) of the Social Security Act encourages the LEA and local child welfare agency to consider and utilize all allowable funding sources, including Federal funds, to cover additional transportation costs; and

**WHEREAS**, the purposes of this Agreement are to promote collaboration and flow of information among the Parties designed to 1) provide educational access and facilitate the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs for children jointly served; and 3) combine resources across child and youth serving systems to maximize availability or delivery of services or programs and the well-being and progress of children and youth served;

**NOW, THEREFORE**, in consideration of the mutual covenants embodied in this Agreement, the Parties mutually agree as follows:

#### **ARTICLE 1 - RECITALS**

**1.01 Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated in this Agreement by reference.

#### **ARTICLE 2 - SPECIAL CONDITIONS**

**2.01 Term.** This Agreement will be in effect on December 10, 2016 by all Parties, and shall continue indefinitely, unless terminated by the U.S. Department of Education and the U.S. Department of Health and Human Services. This Agreement may be reviewed and amended annually by mutual agreement between all Parties.

**2.02 Distribution of Agreement.** Each of the Parties will distribute this Agreement to its appropriate personnel and provide technical assistance in the implementation of this Agreement.

**2.03 Agency Collaboration.** In order to support continued collaboration, each Party will designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA.

**2.04 Governing.** The Parties will develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged and funded for the duration of the time in foster care.

**2.05 School of Origin.** The Parties will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with the federal Social Security Act.

**2.06 Additional Costs.** The Parties will ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if:

- a) the LEA and the local child welfare agency agree to share the cost of such transportation;
- b) the LEA agrees to pay for the cost of such transportation; or
- c) the local child welfare agency agrees to reimburse the LEA for the cost of such transportation.

**2.07 Current Educational Setting.** The Parties will ensure that any such child enrolls or remains in such child's school of origin, unless a determination is made that it is not in such child's best interest to attend the school of origin, which decision shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

**2.08 Determination.** The Parties will ensure that when a determination is made that it is not in such child's best interest to remain in the school of origin, the child is immediately enrolled in a new school, even if the child is unable to produce records normally required for enrollment.

**2.09 Contact School Immediately.** The Parties will ensure that the enrolling school immediately contacts the school last attended by any child to obtain relevant academic and other records.

**2.10 Agency Designees.** The Parties agree that each of the following will be the respective Party's designee for the purpose of executing and administering this Agreement, who may assign a designated administrator for the purpose of monitoring this Agreement:

- a) School Board's designee will be the Superintendent of Schools;
- b) DCF's designee will be the Circuits 3 and 8 Community Development Administrator;
- c) PSF's designee will be the Quality Operations Manager;

**2.11 Interagency Dispute.** Each Party agrees to comply with the following steps in the case of an interagency dispute concerning the execution and administration of this Agreement:

- a) Step 1 is resolution of the dispute among staff directly involved in the dispute; if unsuccessful, then,
- b) Step 2 is resolution of the dispute between the designees named in paragraph 2.10 above, or their respective designees.

### **ARTICLE 3 - GENERAL CONDITIONS**

**3.01 Records.** Each Party will maintain its own records and documents associated with this Agreement, in accordance with the records retention requirements applicable to it. Each Party will be responsible for compliance with any public documents request served upon it pursuant to section 119.07, F.S., and any resultant award of attorneys' fees for non-compliance with that law. Each Party will comply with confidentiality requirements pursuant to federal and

state law, including but not limited to Chapter 39, F.S., the Family Educational Rights and Privacy Act (FERPA), and applicable sections of the Health Insurance Portability and Accountability Act (HIPAA).

**3.02 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each of the Parties hereto.

**3.03 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.

**3.04 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any failure by any of the Parties to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**3.05 Compliance with Laws.** Each Party will comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**3.06 Governing Laws.** This Agreement will be interpreted and construed in accordance with, and governed by, the laws of the State of Florida and federal law. Any controversy or legal problem arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the Third Judicial Circuit of Suwannee County, Florida.

**3.07 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the each of the Parties hereto and their respective successors and assigns.

**3.08 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any of the Parties without the prior written consent of each of the other Parties.

**3.09 Force Majeure.** None of the Parties will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of the performer, and which cannot be overcome by reasonable diligence and without unusual expense.

**3.10 Severability.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision will not affect any other provision and this Agreement will be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.11 Notice.** When any of the Parties desires to give notice to any or all of the others, such notice must be in writing, addressed to the Party for whom it is intended at the place last specified by such Party. The address for giving notice will remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, each of the Parties designates the following as the respective person and place for receipt of notice:

To School Board:	Ted Roush, Superintendent The School Board of Suwannee County 702 2 <sup>nd</sup> Street NW Live Oak, FL 32064-1608
To DCF:	Patricia Medlock, Regional Managing Director Department of Children and Families 1000 NE 16 <sup>th</sup> Avenue, Bldg. J (IO #3) Gainesville, FL 32601
To PSF:	Stephen Pennypacker, President and CEO Partnership for Strong Families, Inc. 5950 NW 1 <sup>st</sup> Place, Suite A Gainesville, FL 32607

**3.12 Captions.** The captions, section numbers, article numbers, title and headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and may not be construed to create a conflict with the provisions of this Agreement.

**3.13 Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see Exhibit A which is incorporated by reference herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**



**3.13 Authority.** Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be signed as one or more original copies. In such event, each original copy will constitute but one and the same original instrument.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

**FOR: THE SCHOOL BOARD OF SUWANNEE COUNTY**

\_\_\_\_\_  
Chairperson, Suwannee County School Board

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ted Roush  
Superintendent

**FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.**

By: \_\_\_\_\_ Date: 1/13/17  
Stephen Pennypacker  
President and CEO

**FOR: DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUITS 3 AND 8**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Patricia Medlock  
Regional Managing Director

**EXHIBIT A****Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2016)**

**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 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).