# SUWANNEE COUNTY SCHOOL BOARD PUBLIC HEARING October 23, 2018

#### **AGENDA**

Call to Order -5:55 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.)

#3.101 Religious Expression in Public Schools (*New*)

Adjourn

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# SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING October 23, 2018

## **AGENDA**

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Branford High School

Special Recognition by the Superintendent:

- Branford High School Students
  - ➤ Perfect Scores on 2018 Spring FSA
- Branford High School Forestry Plot Recognition

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

## CONSENT AGENDA

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

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

September 4, 2018	- Public Hearing ( <i>Adopt final Millage Rates and final Budget for 2018-2019</i> ) (NOTE: Minutes already approved at the September 25, 2018, Special Meeting, due to Department of Revenue requirements for TRIM compliance.)
September 11, 2018	- Workshop Session
	- Special Meeting
September 25, 2018	- Special Meeting
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for September 2018.

3. The Superintendent presents the following bills for the period September 1-30, 2018:

**General Checking Account** 

General Fund 1000	\$ 696,139.26
Special Act Bond 2200	8,768.05
LCIF Fund 3200	125,700.65
Food Service Fund 4100	137,959.82
Federal Fund 4200	<u>148,424.24</u>
	\$ 1,116,992.02

**Payroll Checking Account** 

General Fund 1000	\$	3,000,355.35
Food Service Fund 4100	·	130,861.64
Federal Fund 4200		335,444.25
		3,466,661.24

## **Grand Total**

\$ 4,583,653.26

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

General	<u>LCIF</u>	Special Revenues
I-3	III-3	IV-3 (Federal)
		IV-3 (Food Service)

- 5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated October 23, 2018. (pg. 30)
- 6. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2019-74 Agreement between UChicago Impact LLC and Suwannee County School District for the 5Essentials System (*Renewal/Revised*) (pgs. 31-75)

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

Site BHS FFA Chapter Cash Donation Cash Donation (\$1,250)

8. The Superintendent recommends approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

# District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
London	Nickerson	Suwannee	Hamilton	K

## **REGULAR AGENDA**

# Assistant Superintendent of Administration – Bill Brothers:

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

#3.101 Religious Expression in Public Schools (New)

# **Director of Facilities - Mark Carver:**

2. The Superintendent recommends approval of the Florida Department of Education Five Year Facilities Work Plan for fiscal year 2018-2019. (A copy is available for review in the office of the Director of Facilities.)

# <u>Director of Student Services – Debbie Land:</u>

3. The Superintendent recommends approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document. (A copy is available for review in the office of the Director of Student Services.)

# **Director of Human Resources – Walter Boatright:**

- 3. The Superintendent recommends approval of the following personnel items for the 2018-2019 school year:
  - a. Add one Student Care Attendant position (9-month)
  - b. Add one CNA/Student Care Assistant position (9-month)
  - c. Job Description #181 Student Care Attendant (9-month) (New) (Note: The Student Care Attendant position is already on the Non Instructional Salary Schedule 2018-2019 Paraprofessional/Student Care Attendance 185 Days.) (pgs. 76-77)
  - d. Job Description #182 CNA/Student Care Assistant position (9-month) (New) (Note: Salary Schedule to be determined.) (pgs. 78-79)
- 4. Personnel Changes List (pgs. 80-85)

## School Board Attorney - Leonard Dietzen:

5. Legal Counsel's Report

# **Superintendent of Schools – Ted Roush:**

6. Superintendent's Report

# **School Board Members:**

7. Issues and concerns Board members may wish to discuss

End of Agenda

# INFORMATION ONLY – THESE MINUTES WERE APPROVED AT THE SEPTEMBER 25, 2018, SPECIAL MEETING, DUE TO DEPARTMENT OF REVENUE REQUIREMENTS FOR TRIM COMPLIANCE.

# SUWANNEE COUNTY SCHOOL BOARD PUBLIC HEARING September 4, 2018

## **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 Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White and School Board Attorney Leonard Dietzen were absent.

Chairman Taylor called the hearing to order at 5:34 p.m. for the purpose of adopting the Final Millage rates for the 2018-2019 school year and the Final Budget for 2018-2019.

The Final Millage rates set for the 2018-2019 school year are as follows:

Required Local Effort		3.919
Discretionary Operating		.748
Capital Outlay		1.500
Total	<u>terrores</u>	6.167

The Final Millage is greater than the roll back rate by 3.58 percent.

The Required Local Effort is 3.919 mills and is set by the State. This is a decrease of .244 mills from the 2017-2018 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2017-2018.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2017-2018.

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

# INFORMATION ONLY – THESE MINUTES WERE APPROVED AT THE SEPTEMBER 25, 2018, SPECIAL MEETING, DUE TO DEPARTMENT OF REVENUE REQUIREMENTS FOR TRIM COMPLIANCE.

2) MOTION by Mr. daSilva, second by Ms. Cason, to adopt the Final Millage rates for 2018-2019 as follows:

Required Local Effort	-	3.919
Basic Discretionary	=	.748
Capital Outlay	=	1.500

# MOTION CARRIED UNANIMOUSLY

3) MOTION by Mr. daSilva, second by Mr. Alcorn, to adopt the Final Budget for 2018-2019. MOTION CARRIED UNANIMOUSLY

The hearing adjourned at 5:37 p.m.

# SUWANNEE COUNTY SCHOOL BOARD WORKSHOP SESSION September 11, 2018

#### **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 Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Chief Financial Officer Vickie DePratter. Suwannee High School Administrative Secretary Kathy Aukerman sat in for Administrative Secretary Karen Lager, who was absent.

Administration and others present: Walter Boatright, Bill Brothers, Mark Carver, James Fike, Janene Fitzpatrick, Toni Greenberg, Malcolm Hines, Debbie Land, Chris Landrum, Kelly Waters, and Josh Williams.

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

Posters showing the Suwannee County School District's School and District Grades, 2016-2018, have been made and framed. They'll be given to each school administrator. A copy of the chart was distributed to the Board members.

The following 2018-2019 School Improvement Plans (SIP) were presented to the Board:

- Branford Elementary School Dee Dee McManaway
- Suwannee Primary School Marsha Tedder
- Suwannee Elementary School Amy Boggus

The workshop recessed at 10:06 a.m. and resumed at 10:18 a.m.

The remaining 2018-2019 SIPs were presented to the Board:

- Suwannee Intermediate School Joe Eakins
- Suwannee Middle School Jimmy Wilkerson
- Suwannee High School Tammy Boggus and Angie Stuckey
- Branford High School Terry Huddleston
- RIVEROAK Technical College Mary Keen

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

Due to the length of time the SIP presentations took, Chairman Taylor postponed the presentation of the District Improvement Plan, as well as the Facilities Department Update until the October Workshop.

Student Services Department Update......Debbie Land

Job-A-Palooza for students with disabilities will be held at the Suwannee Agricultural Coliseum on September 19, 2018. Participants will be matched with student mentors. A handout was provided.

Suwannee Primary School (SPS) will begin using the program MELD for Pre-K students to help them develop language skills. This is a brand new program in Florida and SPS is piloting the program.

Mrs. Land provided an update on the Opportunity School plan for an off-site program. A handout was distributed explaining the different options and cost of each. After reviewing and discussing the options, Board consensus was to move forward with implementing the full plan to move the entire Opportunity School Program off-site from Suwannee High and Suwannee Intermediate Schools to the property next to RIVEROAK Technical College (east side).

Policy Update ......Bill Brothers

Mr. Brothers provided an update to the following policy:

#3.101 Religious Expression in Public Schools (New)

Superintendent Update ...... Ted Roush

- The Suwannee County School District receives about \$475,000 annually for instructional materials. It would cost over one million dollars per year to provide all students, K-12, with updated textbooks. I-Ready and other such programs meet the requirement of "Adequate Instructional Materials," as noted in a handout that was distributed, and schools should be implementing them.
- Regarding the Inter-Agency IT Agreement, Mr. Roush suggested that the District continue to contract for the services. He does not recommend entering into an Inter-Local Agreement.
- Teacher Attendance Incentive-based idea is good.
- Mr. Roush expressed his appreciation to the Board for their agreement to put new security measures in place at the schools within the District.

The workshop adjourned at 1:08 p.m.

# SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING September 11, 2018

#### **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 Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Chief Financial Officer Vickie DePratter. Suwannee High School Administrative Secretary Kathy Aukerman sat in for Administrative Secretary Karen Lager, who was absent.

Chairman Taylor called the meeting to order at 1:15 p.m.

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

# **Chief Financial Officer – Vickie DePratter:**

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Annual Financial Report for fiscal year ending June 30, 2018. MOTION CARRIED UNANIMOUSLY

# **Assistant Superintendent Bill Brothers:**

Mr. Brothers pulled Item #2 below from the agenda, due to Amendment 8 being removed from the November ballot.

- 2. The Superintendent recommends approval of the following resolution for the 2018-2019 school year: (NEW) (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)
- #2019-06R A resolution of the School Board of Suwannee County, Florida, regarding Florida Constitution Revision Commission

  Amendment 8 (New) (pgs. 2-4)

The meeting adjourned at 1:29 p.m.

# SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING September 25, 2018

#### **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 Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White and School Board Attorney Leonard Dietzen were absent.

School Resource Officer Mike Landis was also present.

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

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

# <u>Chief Financial Officer – Vickie DePratter:</u>

1. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following Minutes: (pgs. 2-3)

September 4, 2018

- Public Hearing (Adopt final Millage Rates and final Budget for 2018-2019)

(Note: Approval of these minutes is required by the Department of Revenue, prior to October 3, 2018, in order to be in compliance with TRIM.)

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 5:31 p.m.

# SUWANNEE COUNTY SCHOOL BOARD PUBLIC HEARING September 25, 2018

#### **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 Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

School Resource Officer Mike Landis was also present.

Chairman Taylor called the hearing to order at 5:55 p.m.

# <u>Assistant Superintendent of Administration – Bill Brothers:</u>

- 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.)
  - #3.05 Administrative Organization (Revised)
  - #3.06 Safe and Secure Schools (Revised)
  - #3.061 Domestic Security (New)
  - #4.25 Virtual Instruction (New)
  - #5.05 Requirements for Original Entry (Revised)
  - #5.13 Zero Tolerance for School-Related Crimes (Revised)
  - #5.15 Administration of Medication (*Revised*)
  - #5.251 Grievance Procedures for Students (*Deletion* of entire policy)
  - #6.39 Report of Misconduct (Revised)
  - #6.50 Grievance Procedure for Personnel (Revised)

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

The hearing adjourned at 5:57 p.m.

# SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING September 25, 2018

#### **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 Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

School Resource Officer Mike Landis were also present.

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

Student remarks and pledge to the flag by Suwannee Middle School FFA Student Organization

# Special Recognition by the Superintendent:

- North Central Florida HealthCare Coalition Donation of Bleeding Control Kits
- Perfect Scores on 2018 Spring FSA

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

> There were none.

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

MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

## **CONSENT AGENDA**

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

1. Approval of the following Minutes: (pgs. 9-34)

August 14, 2018

- Workshop Session

- Special Meeting

August 28, 2018

- Regular Meeting

- 2. Approval of the monthly financial statement for August 2018.
- 3. The following bills for the period August 1-31, 2018:

# **General Checking Account**

General Fund 1000	\$ 836,810.65
LCIF Fund 3200	1,036,672.53
Special Act Rev Bond 3210	14,500.00
Food Service Fund 4100	185,830.14
Federal Fund 4200	<u>55,000.55</u>
	\$ 2,128,813.87

# **Payroll Checking Account**

General Fund 1000	\$ 3,087,423.41
Food Service Fund 4100	131,251.43
Federal Fund 4200	<u>350,179.96</u>
	\$ 3,568,854.80

# **Grand Total**

\$ 5,697,668.67

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

General	<u>LCIF</u>	Special Revenues
I-2	III-2	IV-2 (Federal)
		IV-2 (Food Service)

- 5. Approval for disposal of property as per the attached Property Disposition Form dated September 25, 2018. (pg. 35)
- 6. Approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-69 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/Revised) (pgs. 36-63) Clinical Education Agreement between the State of Florida, #2019-71 Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (Renewal/Revised) (pgs. 64-80) Employee Protection Line Subscriber Agreement between #2019-72 in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line service (Renewal) (pgs.81-84)

7. Approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
BHS	Cash donation of \$2,845 for the	Rountree Moore Ford
	purchase of long sleeve volleyball	
	uniforms	
BHS	Cash donation of \$1,000 for the purchase of eBooks for the Media	Branford Rotary Club
	Center	

8. Approval of the following student teacher interns for the fall semester 2018:

<u>Name</u>	<u>University</u>	<u>Site</u>	Cooperating Teacher
Theresa Brinlee	St. Leo	SPS	Krystal McCormick
Kaila Dalton	St. Leo	SES	Jackie Glover
Jessica Floyd	St. Leo	SMS	Annette Chauncey
Megan Johnston	St. Petersburg	BES	Tina Roush
Kaycie Kinsey	St. Leo	SPS	Jessica Johnson
Hannah Mosley	St. Leo	SES	Michelle Robertson
Jennifer Neely	St. Leo	SES	Stephanie Selph
Joshua Ogburn	St. Leo	SIS	Jenny Clark
Shannon Selph	St. Leo	SIS	Robin Chapman
Taelyn Smith	FL Gateway	SES	N/A-Observation Hours
Jennifer Turner	St. Leo	SIS	Krystal Cundiff

- 9. Approval of an out-of-state trip for Branford High School students to attend the 2018 National FFA Convention in Indianapolis, Indiana, on October 21-27, 2018. (Funded by Branford High School FFA Chapter and CAPE Program funds; no expense to the District.)
- 10. Approval of an out-of-state trip for Suwannee Middle School students to attend the 2018 National FFA Convention in Indianapolis, Indiana, on October 21-27, 2018. (Funded by Suwannee Middle School FFA Chapter and CAPE Program funds; no expense to the District.)
- 11. Approval of an out-of-state trip for Suwannee High School students to attend the 2018 National FFA Convention in Indianapolis, Indiana, on October 23-27, 2018. (Funded by Suwannee High School FFA Chapter, internal funds, and parents of students; no expense to the District.)
- 12. Approval of an out-of-state trip for Suwannee High School Dancing Dolls students and parent chaperones to travel to New Orleans, Louisiana, on December 27, 2018, through January 3, 2019, to perform as part of the half-time show at the Sugar Bowl College Football Game. (Funded by fundraising and parents of students; no expense to the District.)

13. The following for informational purposes of out-of-state travel for the employees listed below:

	<u>Name</u>	<u>Site</u>	<u>Date</u>	Reason	<u>Destination</u>
(*)	Anne Etcher	BHS	10/21-27/2018	National FFA Convention	Indianapolis, IN
(*)	Stacy Young	BHS	10/21-27/2018	National FFA Convention	Indianapolis, IN
(*)	Katie Quincey	SMS	10/21-27/2018	National FFA Convention	Indianapolis, IN
(**)	Mallory Morgan	SHS	10/23-27/2018	National FFA Convention	Indianapolis, IN
(**)	Travis Tuten	SHS	10/23-27/2018	National FFA Convention	Indianapolis, IN
(***	) Abigail Rodriguez	SHS	12/27/18-1/3/19	Dancing Dolls to perform	New Orleans, LA
				at Sugar Bowl	
(***)	)Eric Rodriguez	SHS	12/27/18-1/3/19	Dancing Dolls to perform at Sugar Bowl	New Orleans, LA

- (\*) Funded by BHS/SMS FFA Chapters and CAPE Program funds; no expense to the District.
- (\*\*) Funded by SHS FFA Chapter, internal funds, and parents of students; no expense to the District.
- (\*\*\*) Funded by fundraising and employees; no expense to the District.
- 14. Approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

# **District Reassignment:**

FIRST NAME	LAST NAME	OT	FROM	GRADE
Calay	Anderson	Suwannee	Hamilton	6
Loren	Anderson Jr.	Suwannee	Hamilton	9

# Zone Reassignment:

FIRST NAME	LAST NAME	ТО	FROM	GRADE
Seth	Smith	SES	BES	2

#### **REGULAR AGENDA**

# Assistant Superintendent of Administration – Bill Brothers:

- 1. MOTION by Mr. daSilva, second by Mr. Alcorn, 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.)
  - #3.05 Administrative Organization (*Revised*) #3.06 Safe and Secure Schools (Revised) #3.061 Domestic Security (New) #4.25 Virtual Instruction (New) #5.05 Requirements for Original Entry (Revised) Zero Tolerance for School-Related Crimes (Revised) #5.13 #5.15 Administration of Medication (Revised) #5.251 Grievance Procedures for Students (*Deletion* of entire policy) #6.39 Report of Misconduct (Revised) Grievance Procedure for Personnel (Revised) #6.50

## MOTION CARRIED UNANIMOUSLY

- 2. MOTION by Mr. Alcorn, second by Ms. Cason, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:
  - #3.101 Religious Expression in Public Schools (New) (pgs. 85-87)

## MOTION CARRIED UNANIMOUSLY

# <u>Assistant Superintendent of Instruction – Janene Fitzpatrick:</u>

(Presented by Assistant Superintendent of Administration – Bill Brothers)

3. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the 2018-2019 School Improvement Plans for all District schools. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Alcorn, second by Mr. White, for approval of District participation in the *2019 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 4-6, 2019, in the amount of \$2,000. MOTION CARRIED UNANIMOUSLY

# <u>Director of Human Resources – Walter Boatright:</u>

5. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-70

Student Teaching Affiliation Agreement between the Board of Trustees, St. Petersburg College and the Suwannee County School Board (*New*) (pgs. 88-92)

## MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List, which included the provided Out-of-Field List. (pgs. 93-100) MOTION CARRIED UNANIMOUSLY

## PERSONNEL CHANGES APPROVED:

## **RECOMMENDATION 2017-2018 SCHOOL YEAR:**

#### **SUPPLEMENTARY:**

**NAME** 

**POSITION** 

LOCATION

Ashley Conner

HOSA

SHS

End of List 2017-2018 School Year

#### **RECOMMENDATIONS 2018-2019 SCHOOL YEAR:**

#### RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Sarah Benson, Paraprofessional, effective September 24, 2018

#### Food Service:

Lisa Fralick, Food Service Worker, effective August 28, 2018 Irina Hutcheson, Food Service Worker, effective October 8, 2018

#### Suwannee Middle School:

Jan Prentice, Bookkeeper, effective September 18, 2018

## **TERMINATION:**

#### Food Service:

Randie Goetzman, 3 hour worker, effective August 27, 2018

### **RECOMMENDATIONS: INSTRUCTIONAL:**

#### District-wide:

Hannah Deas, Speech and Language Pathologist, non-certificated, effective August 27, 2018

REPLACES: Amber Russell

## Suwannee Middle School:

Robert Phillips, Teacher, effective August 3, 2018

REPLACES: Trudy Benson

#### **OUT-OF-FIELD:**

Approval for the following to teach out-of-field for the first semester of the 2018-2019 school term:

SCHOOL	NAME	OUT OF FIELD SUBJECT
SIS	Katrina Armstead	ESOL
SIS	Summer Bell	ESOL
SHS	Barbara Barker	ESOL
SIS	Trudy Benson	ESOL
SPS	Emily Blackmon	Music
SHS	Brian Bullock	Chemistry, Earth Space or Biology
SIS	Chelsea Burgess	ESOL
SMS	Jennifer Campbell	Social Science
SHS	Francis Cohen	PE
BHS	Eleanor Coker	ESOL, English (6-12)
RTC	Richard Crockett	English
SHS	Sherry Dean	ESOL
SIS	Jeremy Griswold	Elementary Education (K-6)
SHS	Elisa Hall	ESOL
SMS	Sabrina Harrell	ESOL, English
SHS	Lillian Henderson	ESOL
SHS	Julie Hocutt	Gifted
BHS	Monica Jackson	English (6-12)
BHS	Shannon Jernigan	HOPE (Health)
SIS	Michelle Jessup	ESOL
SIS	Mary Johnson	Music
SHS	Jay Jolicoeur	Physics
SMS	Samantha Land	ESOL
SIS	Brittani Law	Elementary Education
SPS	Jenny McCook	Pre-K/Primary
SIS	Kelly McKissick	ESOL
SPS	Jessica McManaway	Pre-K/Primary
SPS	Katie Melland	ESOL

SES	Mary Metz	ESOL
SHS	Mallory Morgan	ESOL
SHS	Trista Morales	ESOL
SMS	Robert Phillips	Elementary Education
BHS	Maria Rodriguez	ESOL/MG General Science
SIS	Theda Roper	Art
SIS	Becky Skipper	Elementary Education (K-6)
SIS	Phyllis Smith	ESOL
SIS	Kathryn Terry	ESOL
SIS	James Thomas	ESOL, Elementary Education
SMS	Alexi Wilson	ESOL
SMS	Tyler Winburn	ESOL
SPS	Jennifer Wooley	Pre-K Disability Endorsement
SIS	Amy Yarick	ESOL

#### **CONTRACT RECOMMENDATION:**

## **ANNUAL CONTRACT:**

**TERM** 

Suwannee Middle School:

Samantha Land 10

#### RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

#### Suwannee Intermediate School:

LeWanda Hill, Paraprofessional, effective September 7, 2018

**REPLACES:** New Position

## Suwannee Primary School:

Jamie Cato, Pre-K Paraprofessional, effective August 23, 2018

REPLACES: Brittany Lock

## **Transportation:**

Jacquelyn Brown, Bus Attendant, effective August 27, 2018

**REPLACES: Maria Torres** 

Cotara Ross, Bus Attendant, effective August 27, 2018

REPLACES: Karen Gilbert

Christene Scrivens, Bus Attendant, effective August 29, 2018

REPLACES: Tayla Davison

#### **SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Chad Bonds	Assistant Football Coach	SMS
Chad Bonds	Assistant Baseball Coach	SMS
Andrew Chapman	Athletic Director	SMS
Andrew Chapman	Head Baseball Coach	SMS
Lynsee Dicks	Instructional Leadership	BES
Jimmy Glen Green	Boys' Soccer Coach	SMS
Natalie Haney	Yearbook Sponsor	SMS
Melinda Hawthorne	Instructional Leadership	BES
Caron J. Heffner	Instructional Leadership	BES

Angel Hill	Planning Period	BHS
Mandi Howard	Instructional Leadership	BES
Laritta Hunter	Girls' JV Basketball Coach	SHS
Juettie Kelley	Instructional Leadership	BES
Julie Klecka	Instructional Leadership	BES
Kevin Lewis	Boys' Basketball Coach	SMS
Kevin Lewis	Girls' Head Track Coach	SMS
Alan May	Assistant Football Coach	SMS
Kathryn Quincey	FFA Advisor	SMS
Brad Scarborough	Head Football Coach	SMS
Bryan Wainwright	Head Wrestling Coach	SHS
Jayvis Ward	Assistant Football Coach	SMS
Abbey Warren	Planning Period	BHS
Morgan Williams	Band Director	SMS
Nicole Williamson	Girls' Basketball Coach	SMS
Nicole Williamson	Volleyball Coach	SMS
Jennifer Winnett	Instructional Leadership	BES

## **SUBSTITUTES:**

The following as Substitute Bus Attendants:

Sharill Edwards

Hailey Gienger

Shirley Ware

# **STUDENT WORKER:**

Aferia Sheree Ford, RIVEROAK Technical College/Early Childhood Education

# **SUSPENSION:**

Jerell L. Anderson, Bus Driver, effective September 18, 2018, through September 19, 2018, without pay

# **VOLUNTEERS:**

Dana Abbott	Stephanie Ascough	Clifford Bean
Tamara Abercrombie	Amy Atkinson	April Beck
Kaylee Acres	Nicole Atzert	Josephine Bednarczyk
Martha Adams	Fabiola Badillo	Szidonia Benguel
Tia Albert	Denise Baker	Catherine Bennett
Peggy Aldred	Dee Ballou	Christopher Benson
Virginia Alford	Angela Barker	Collen Benson
Carrie Allbritton	Amanda Barnes	Sara Benson
Halley Allbritton	Jerry Barnes	Kyla Bispham
Dalton Allen	Lauren Barnett	Brittany Blanton
Dave Allen	Melissa Barrs	Brittany Blevins
Leslie Allen	Russell Barrs	Peggy Boston
Penelope Allen	Wilbur Barrs	Suan Bozeman
Vanessa Allen	Brooke Bass	Chadwick Bradow
Priscilla Allred	Miranda Bass	Danelle Bradow
Araceli Alvarez	Senica Bates	Jessica Bradow

Kelly Bradow Candise Branch Ashlev Branham Penny Brannan Shelly Brannon Lindsev Bricker Melissa Brinson Lauren Brock Myra Brock Kristin Broughman Claudia Brown Crystal Brown Maria Brown Hank Broxev Caroline Bruce Justin Bruce Patricia Bryant Robert Bryant Crystal Bryson Paul Buchanan Kavli Burkett Robert Burns Teresa Burt Laronda Butler Shateea Butler Bethany Byrd Kirsinda Byrd Maria Calderon Shirley Campbell Whitney Campbell April Cannon Dean Cannon Erin Cannon Kimberly Cannon Adrienne Cardin Raul Cardona Peggy Carroll Yoleisy Cartaya Casey Carter Harold Carter Teresa Carter Amanda Carver Matthew Cashmore Ana Castillo Mirtha Castro Maria Cedillo Adrienne Chauncey-Corbin Belinda Cheney

Amanda Clark

Penny Clark Viola Clark Zac Clark Erin Clary Miranda Clayton Aleigh Clipper Heather Clower Kimberly Clyatt Jerry Coker Shannon Coleman Ashlev Collins Teresa Colvin Kathleen Conde Nichol Cook Candace Copeland Brian Corbin Justin Corbin Kristin Corbin Pamela Corbin Erin Cornish Daniel Courtemanche **Thomas Cowart** Elizabeth Cranford Jenifer Creech **Daniel Crews** Virginia Crews **Christine Cribbs** Kasey Crider Allison Crisp Angel Crosby Tamala Cruz Jon Cummings Tiffeney Cusick Wayne Cusick Kethy Cutcher Paxton Daniel Kevin Dasher Stevie Dasher Kelly Davidson Erin Davis Heather Davis Monica Davis Winifred Davis Janet Davis-Stiles Sylvia Deas Mary Dehart Jasmine Delate Misael Deleon Linda Deloach Nina Derringer

Jason Diaz Zavra Diaz **Bradley Dicks** Lynsee Dicks Susan Dingus Marcel Diuzvez Monica Diuzvez Genesis Dorado Mariel Downing Tiffany Doyle Larry Drake James Driggers Timothy Driver Cathy Dunmoyer Elizabeth Durrance Lvnn Eaken Marilvnn Eaken Robert Eaken Mary Eakins Erika Edwards Armelia Ellis Sammy Esparza Veronica Esparza Phyllis Etcher Cecil Ethridge Nancy Eubanks Robert Feeney Staci Feeney Samantha Ferguson Crystal Fernandez Angelina Ferrell **Beverly Fetter** Lillian Fetzer Donna Fewell Christina Field Aymee Figueroa Tierney Fleming Jennifer Floyd Melisssa Ford Maggie Francis Maria Franco Kenna Frierson Peggy Frye Michael Fusco Nicole Fusco Eliece Futch Amanda Gabey **Brittney Gabey** Kevin Gabey Martha Gabey

Amanda Gallegos Martin Gamez Yanisceyri Garcia Yurinana Garcia Stephanie Garmany Heather Garrett Colleen Gartner-Gain Elena Gaskins Amanda Gaylord Jeffery Geering Chyenne Gill Liticia Gillespie **Sharon Golding** Haydoni Gonzales Sumey Gonzalaz Marie Goss Yesnia Grantham Leslie Gresham Angela Griffin Mindy Griffis Elizabeth Grimm Megan Guenther Melinda Guthrie Elisa Hall Morgan Hall Andrez Hamilton Arum Han Ashlev Hancock Toni Hansard Ginger Harden Amber Harding

Robert Hardy Emma Hare Brooke Harrelson Dylan Harrelson Brandy Harris Ariel Harrison Michelle Hart Jennifer Hartman Laura Hartman Glenda Hatch Sarah Hatch Tina Hayes Jeanie Hegenauer Danielle Herb David Hernandez Guadalupe Hernandez Laura Hernandez

Wendy Hewett Majesta Hewiett Amos Hill Leticia Hill Gregory Hill Amanda Hillhouse Deshara Hines Carol Hingson Rachel Hingson Virgil Hingson Heather Hodge William Hogan Jr. Desvrae Holtzclaw Kaleigh Horne Jackie Howze Victoria Hudson Diane Huff Melissa Hughes Cameron Humphries Lacey Humphries Patricia Hunt Stephanie Hunt Jenna Hunter Chad Hurst

Stephen James Christina JansenVanDoorn Laura Jaramillo Jennifer Jennings Lonnie Johns Amanda Johnson Amber Johnson Amy Johnson Carl Johnson James Johnson Michael Johnson Michelle Johnson Sarah Jolley **David Jones** Jessica Jones Tahnessia Jones Alexis Jones Shannon Jordon Christopher Keane Charity Keen

Karen Kelly

Joni Kelly

Sara Kelly

Cheri Kennedy

Amanda Kilgore

Terrie Kersey

Irina Hutcheson

Amanda Isert

Marguerite Kines Nikky King Lura Kinney William Klecka Julie Klecka Hannah Knighton Shannon Knisley Amanda Koon Jennifer Kreis Tiffany Krumenacker Jennifer Lacasse Myrtis Lambert Kathy Lamm Leah Land Idell Lane **Tabitha Lansing** Amber Lau Rebecca Layman Rodney Leak Heather Lee Jeffery Lee Jr. Robert Lee Stormy Lee Sara Leffew-Flores **Dustin Leighton** Cody Lewis Tiffany Liles Jessica Lindsey Sciara Liscik Marilyn Loges Dawn Long Bernadina Lopez Dailenis Lopez Jose Lopez Monica Lorenz Jennifer Loy Helen Lynn Mary Lyras Doug Mabey Latavia Macklin Jackie Malaguti Michael Malaguti Josie March Tonie Marsett Jessie Marsh Tracy Martin

**Shirley Martin** 

Maria Martinez

Regina Marvin

John Martz

Stephanie Mason Erica Mathews Shane Mathews Patriece Matthews Kelli May Tyuanna Mccall April McClanahan Jenny McCook Joshua McCook Anthony McDaniel Bethany McDonald Brittany McDuffie Courtney McHugh Samantha McInnis Kelli McKinley Heather McKinney Michel McLeod Brenna McMullen Terry McMullen Dalton McNair Tammy McWherter Peggy Mead Yisel Medina Trudy Meeks Holly Melland Isabel Mendoza Nichole Menefee **Brook Meng** Laura Merritt Michelle Metzger Robyn Metzger Jeffrie Miara Rebecca Miara Jerry Miller Wendi Mimbs Laura Mincks Virginia Montoya Wanda Moore Aaron Morales **David Morales** Daniela Moreland Flora Moreno Melissa Morgan Erin Morris Misty Moseley Josie Moses Kristina Murray Gina Nardiello-Ruiz Charity Nasworthy

Pamela Nettles

Rachel Newsome Kyle Nickerson Traci Nissley Scott Nunley Shaunta Oglesby Katee O'Quinn Nichole Ortiz Amy Osborne David Owen Samantha Owen Secile Owens Jack Pait Ana Palacios James Pardee Cierra Parker Amanda Partridge Ashlev Pate Amy Patterson Cindy Payne Lissette Pelletier Ammisaddai Perez Ashton Petersen Amanda Pettingill Jessy Phifer Lana Pidgeon Tanya Pierce Shamika Pilkington **Taylor Pilkington** April Pinkard Tiffany Pinnell Beverly Pittman Pardee Kimberly Plummer Connie Poole Cassie Poore Hailey Poore Laura Poore Lillie Porter Sara Prevatt Kalil Principe Claire Pry John Puckey Tracey Pyles Stacey Ragans Ana Ramirez Kimberly Ranck Christine Ratliff Royce Ratliff Cathy Reed Amber Rex Maria Richard

Sandra Richardson Anita Riels Jamie Riggs Joseph Riglioni Tyesha Riley Juana Rios Patricia Rios Michelle Rioux Jose Rivas Megan Roberts Nancy Roberts Stephanie Roberts Natoshia Robinson Skyler Rodgers Pascuala Rodriguez Catherine Rogers Jennifer Rogers Yaquein Romero Dana Root Crystal Rosado Rebecca Rose Susan Roush Tina Roush Sandra Rowe Ester Ruiz Paitynn Russ Crystal Russell Eva Rust Destinee Rutherford Katie Marie Rutsky Heather Sabourin Ashley Salyers Claudia Sanchez Amy Sansouci Lindsev Santaite **Edelis Sardinas** Synthia Schnaudigel Anna Schubarth Deborah Scott Meranda Scott Twyla Sears Noemi Seda Billy Shaw Kristen Shaw Wendy Shaw **Destiny Shepherd** Kelly Sikes Mendy Sikes Slade Sikes Carolyn Simpson

Jessica Simpson Girvin E. Skinner Linda Skinner Savannah Slaughter Jenny Sloan

Ashley Smith
Donna Smith
Jennifer Smith
Joshua Smith
Lori Smith
Maraine Smith
Marcia Smith

Mary Smith-Richards

Helen Snider Kurt Snipes Nina Snipes Krystal Sobczyk Jessica Sosa Ashley Spivey Ashley Staley Tylyn Stansel Melony Stevens Magen Stofel George Stover Nicole Stratton Samantha Sturdivant Jessica Sullivan Myranda Sullivan Nicole Sulser Susie Tanner

Barandah Taylor

Kimberley Taylor

**Amanda Thomas** 

Denisha Thomas

Gina Thomas

Kali Thomas

Manda Thomas

Canisha Thompkins

Jennifer Thompson Stephanie Thompson Sarah Thormodson
Dana Tidwell
Derenda Timberlake
Cynthia Toledo
Tiffany Topping
Carrie Torres
Dorisela Torres
Alicia Touchton
Dora Townsend
Nikki Trabazo
April Truluck
Danielle Turner

Danielle Turner
Melissa Underwood
Marilyn Utz-Salsberry

Brenda Valentin Rebekah VanAuken Regena Van-Skyhawk

Jason VanZile Megan VanZile Gerardo Vargas Tara Vasquez Leticia Villeda Kendra Virgil Katie Virts Eleni Wachter Jamie Wachter Jessica Wagner Andrea Walker Angela Walker Shannon Walker Christina Ward Erin Ward Marie Warren Amy Washington **Barry Washington** Erica Washington Terri Watley

Crystal Waugaman Tiffanie Weeks

Tara Welch

End of List 2018-2019 School Year Cori Wells
Sherman Wells
Samantha Wenig
Bryan Whitaker
Misty Whitaker
April White
Christina White
Dolores White
Wendy Whitfield
Crystal Whitt
Sarah Whitt

Angracia Wielzen-Lee
Lindsay Wiggins
Aubrey Wilkerson
Keionna Williams
Tammy Williams
Vaneshia Williams
Kelli Williamson
Kerry Willis
Amber Wilson
Helen Wilson
Jessica Wilson
Alice Wise

Alice Wise
Dianelys Wolszyn
Kelly Wooley
Summer Worth
Jennifer Wright
Alyssa Wynn
Yolanda Xithe
Larry Yates
Rangel Yazmin
Jewel Yoder
Anthony Young
Barry Young
Jessica Young
Kimberly Yow
Leslie Zipperer
Briana Zonnevylle

# School Board Attorney - Leonard Dietzen:

7. Legal Counsel's Report – No legal matters to report.

# **Superintendent of Schools – Ted Roush:**

- 8. Superintendent's Report
  - Homecoming activities for Branford High School will be held October 1-5, 2018.
  - Explained that the marked-up copy of contracts in the Board packets is for information only; the mark-ups are done by a software program and may not always be correct, with regards to spelling, formatting, etc.
  - The District is experiencing an increase in the number of expulsions coming before the Board, which is due to severe behavioral needs throughout the District. However, our number one priority is to keep our students safe and protect the integrity of the classroom.
  - Will be contacting community businesses throughout the District that operate electronic marquees and asking them to display a message regarding the importance of student attendance.

# **School Board Members:**

- 9. Issues and concerns Board members may wish to discuss
  - Ms. Cason asked the District to continue to be vigilant in what we are doing with teacher recruitment.
  - Mr. White commended the students who were recognized tonight for perfect scores on 2018 spring assessments; he also expressed thanks for the donation of the Bleeding Control Kits.
  - Mr. Alcorn stated that he and Mr. Taylor went to Kissimmee recently for a legislative platform meeting; major issues discussed were school safety, mental health, authorization of districts to reemploy individuals without incurring penalties from FRS, and the restoration of full value of the local effort millage rate.
  - Mr. daSilva reminded everyone of the upcoming Pharmacy Tech Program graduation.

• Mr. Taylor thanked Mr. Roush for sending letters to the League of Women Voters for helping to get Amendment 8 removed from the November ballot. Mr. Taylor shared that he would like to see our District implement a program where we have a student representative that sits with the Board at all of its meetings. He also asked that the District appoint an individual to interview community members to answer the following, "Public schools matter to me because...." Mr. Taylor thanked Mr. Alcorn for being the Board's legislative liaison for FSBA.

The meeting adjourned at 7:00 p.m.

## 2018-19 OCTOBER SURPLUS ITEMS

PROPERTY RECORD#	ITEM DESCRIPTION	i .	ORIGINAL URCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000177	PIANO	\$	995.00	9/25/1985	SIS	SURPLUS
99002389	APC MATRIX 5000 UPGRADE	\$	3,803.96	12/14/2001	TECHNOLOGY	SURPLUS
99004658	REFRIGERATOR	\$	1,663.76	1/23/2004	BHS	SURPLUS
99007729	CAMERA, VGA - SECURITY	\$	1,633.35	10/19/2012	FACILITIES	SURPLUS
99007730	CAMERA, VGA - SECURITY	\$	1,633.35	10/19/2012	FACILITIES	SURPLUS
99007833	CAMERA SURVEILLANCE SYST	\$	1,500.00	9/27/2013	FACILITIES	SURPLUS
	TOTA	L \$	11,229.42			

Requested By:	Mullin	APPROVED BY:		
	MARK A CARVER,		SUPERINTENDENT	
	DIRECTOR OF PROPERTY RECORDS			
	10/23/2018			
	DATE		BOARD CHAIRMAN	

## **5ESSENTIALS AGREEMENT**

This Agreement ("<u>Agreement</u>"), dated October 23, 2018, ("<u>Effective Date</u>") is between UChicago Impact LLC, an Illinois not-for-profit corporation ("<u>UChicago Impact</u>"), and Suwannee County School District (SCSD), a Florida not-for-profit organization/School District, having an address at 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064 (the "<u>Educational Organization</u>"). Each hereunder may be referred to separately as the ("<u>Party</u>"), or together as the ("<u>Parties</u>").

WHEREAS, UChicago Impact agrees to provide the Materials and Services, and

WHEREAS, UChicago Impact has experience and expertise in the design, administration, and analysis of surveys to assess educational institutions, and

WHEREAS, Educational Organization is committed to supporting and evaluating education in Live Oak, Florida (the "Schools"), and

WHEREAS, Educational Organization wishes to administer UChicago Impact's research-validated school climate survey to inform citizens about the quality of individual schools and their progress over time, and

WHEREAS, Educational Organization is prepared and intends to diligently implement the 5Essentials Organizing Schools for Improvement Survey for the benefit of students,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### Section 1. Definitions

The capitalized terms listed below and used in this Agreement shall have the following meanings:

- A. "Affiliate" means any corporation or other business, nonprofit or governmental entity that controls, is controlled by, or is under common control with a Party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls at least fifty percent (50%) of (i) economic interests of the other corporation or entity or (ii) voting rights of the other corporation or entity having the right to elect directors, or such lesser percentage that is the maximum permitted to be owned by a foreign entity in those jurisdictions where majority ownership by foreign entities is prohibited.
- B. "<u>Derivative Work</u>" means a work that is based on one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such pre-existing work may be recast, transformed, or adapted, and, if prepared without authorization of the copyright owner of such pre-existing work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work includes a compilation that incorporates such pre-existing work.
- C. "Material(s)" means (i) the hardcopy and physical items described in Exhibit A or containing reference to matters described in Exhibit A, (ii) the systems described in Exhibit A, and (iii)

any changes that UChicago Impact elects to make in the Materials described in (i) or (ii) above that improves the manner in which the Materials described in (i) or (ii) above fulfills existing requirements or extends the ways to accomplish an existing function.

- D. "Reports and Data" means the 5E Reports and the 5E Data described in Exhibit A.
- E. "Services" means (i) the particular training events and/or support activities described in Exhibit A, (ii) the survey analysis services described in Exhibit A, and (iii) any changes that UChicago Impact elects to make that improves the manner in which (i) or (ii) fulfills existing requirements or extends the ways to accomplish an existing function.
- F. "Timeline" means the schedule described in Exhibit B.

#### Section 2. License, Materials and Services

- A. Grant of License. Upon payment of the fees and subject to and conditioned on
  - (a) Educational Organization's continuing compliance with the 5Essentials Terms of Use and Privacy Policy, which may, from time to time, be modified, altered, or updated by UChicago Impact in its sole discretion.
  - (b) Educational Organization's continuing compliance with the terms and conditions of this Agreement, and
  - (c) timely responses from Educational Organization, to UChicago Impact's requests for information and assistance.

UChicago Impact hereby agrees to provide to Educational Organization:

- (i) the Materials solely for its own use during the Term of the Agreement;
- (ii) the nonexclusive right to reproduce and distribute the Reports and Data.
- B. <u>Services</u>. Upon payment of the fees and provided timely responses from Educational Organization, UChicago Impact will use reasonable efforts to provide the Services to Educational Organization within the Timeline.
- C. Reservation of Rights. UChicago Impact reserves the worldwide right to use all aspects of the Materials for any purpose it may choose at its own discretion and without any payment therefore by UChicago Impact. UChicago Impact shall have the right to grant licenses to third parties to any aspect of the Materials. Further, UChicago Impact reserves the worldwide right to execute, reproduce and modify, create derivatives, to distribute, and to otherwise use the Materials and Services for any purpose it may choose at its own discretion and without any payment therefor.
- D. No Other Rights. No rights in and to the Materials, Services or any other intellectual property other than those provided in this Section 2, express or implied, are conveyed by UChicago Impact. Except as expressly permitted under this Agreement, Educational Organization is granted no rights to (i) reproduce any parts of the Materials, (ii) modify any parts of the Materials, (iii) provide access to or enable use of any user identification or password by any person(s), (iv) rent, lease, loan, or sell access to the Materials, (v) copy, archive, store, rearrange, modify, adapt, upload, create derivate works from, perform, publish, distribute,

- redistribute, or disseminate any Material(s), (vi) access the Materials to build a product using similar ideas, features, functions, interface, or graphics of the Materials, (vii) access (or attempt to access) any service within the Materials by any means other than as permitted in the Terms of Use, or (viii) delete any copyright or other proprietary rights notice in the Materials.
- E. Ownership. UChicago Impact is the sole owner of all intellectual property relating to the Materials and Services existing as of the Effective Date. UChicago Impact will also be the sole owner of all Derivative Works developed at any time during the course of this Agreement. Educational Organization agrees to cooperate with UChicago Impact and to execute any grants and assignments of all rights as UChicago Impact reasonably may request for the purpose of evidencing, enforcing, filing, registering or defending such ownership. Educational Organization shall comply with all copyright notices, information, and restrictions in the Materials and shall not alter, delete, or conceal any copyright, trademark, patent, or other notice on the Materials including notices on any part of any Material that is downloaded, displayed, printed, or reproduced. UChicago Impact may, at its sole discretion, use the Reports and Data created pursuant to this Agreement to inform and perform work that is outside the scope of this Agreement. At no time will UChicago Impact distribute Reports and Data created pursuant to this Agreement for an individual school in a manner that compromises the individual school's or any individual student's identity without the explicit written permission of Educational Organization, the individual school, a representative of the individual school, the individual student, or a parent or legal guardian of the individual student. Except as otherwise required by law, all Data created pursuant to this contract will be owned by UChicago Impact.

## Section 3. Payments

- A. <u>Payments</u>. Upon execution of this Agreement, Educational Organization shall be responsible for timely payment of all fees. Twenty-five percent (25%) of the total amount owed under this Agreement shall be due upon the Execution of the Contract. Twenty-five percent (25%) of the total amount owed under this Agreement shall be due at the close of the survey window and the final payment of fifty percent (50%) shall be due at the delivery of the Reports.
- B. <u>Responsibility for Payments</u>. Educational Organization shall be fully responsible for any payments due to UChicago Impact under this Agreement. Time is of the essence with respect to all payments made by Educational Organization to UChicago Impact.
- C. Overdue Payments. Payments due to UChicago Impact under this Agreement shall, if not paid when due under the terms of this Agreement, bear simple interest at the lower of the prime rate of interest (as published by Citibank, N.A. on the date such payment is due) calculated on the basis of a 360-day year for the number of days actually elapsed, beginning on the due date and ending on the day prior to the day on which payment is made in full. Interest accruing under this Section 3.C shall be due to UChicago Impact on demand or upon payment of past due amounts, whichever is sooner. The accrual or receipt by UChicago Impact of any right it may otherwise have to any other remedies available to UChicago Impact including the right to declare a default under this Agreement or to terminate this Agreement. Educational Organization shall pay for all costs and fees (including reasonable attorney's

fees) that UChicago Impact expends in order to collect any amounts due and owing to UChicago Impact after reasonable attempts have been made to collect the amounts or, in UChicago Impact's discretion, after the amounts remain outstanding for a period of ninety (90) days from the payment due date.

## Section 4. Diligence

A. <u>Efforts</u>. Educational Organization shall use reasonable efforts to exploit the licenses granted herein by diligently utilizing the Materials and Services.

#### Section 5. Term and Termination

- A. <u>Term.</u> The Term of this Agreement is **October 23, 2018** through **June 30, 2019**, and may be renewed annually upon mutual written agreement of the parties.
- B. <u>UChicago Impact's Right to Terminate</u>. UChicago Impact shall have the right to terminate this Agreement as follows, in addition to all other available remedies:
  - i. If Educational Organization fails to make any payment when due, then upon the election of UChicago Impact in writing, this Agreement shall, terminate effective ten (10) days after UChicago Impact's written notice to Educational Organization describing such failure, unless Educational Organization makes such payment within such ten (10) days.
  - ii. If Educational Organization breaches any obligation of this Agreement other than an obligation to make a payment when due, then upon the election of UChicago Impact in writing, this Agreement shall terminate effective thirty (30) days after UChicago Impact's written notice to Educational Organization describing such failure, unless Educational Organization cures such failure to the satisfaction of UChicago Impact within such thirty (30) days.
  - iii. If Educational Organization shall have filed by or against it a petition under any bankruptcy or insolvency law it shall immediately notify UChicago Impact, and such petition is not dismissed within sixty (60) days of its filing, or if Educational Organization makes an assignment of all or substantially all of its assets for the benefit of its creditors, then Educational Organization shall immediately notify UChicago Impact of such facts and UChicago Impact may in its sole discretion terminate this Agreement by written notice effective as of the (i) date of filing by Educational Organization of any such petition, (ii) date of any such assignment to creditors, or (iii) end of the sixty (60) days if a petition is filed against it and not dismissed by such time, whichever is applicable.
  - iv. If Educational Organization shall be dissolved, liquidated or otherwise ceases to exist, other than for reasons specified in Section 5.B. (iii) above, this Agreement shall automatically terminate as of (i) the date articles of dissolution or a similar document is filed on behalf of Educational Organization with the appropriate government authority or (ii) the date of establishment of a liquidating trust or other arrangement for the winding up of the affairs of Educational Organization.
- C. <u>Right to Terminate</u>. Educational Organization may notify UChicago Impact of its desire to terminate this Agreement at any time by giving UChicago Impact thirty (30) days prior

- written notice. The termination shall take effect thirty (30) days from UChicago Impact's receipt of written notice.
- D. <u>Survival</u>. The following shall survive any termination of this Agreement for any reason: (i) all causes of action accruing to either Party under this Agreement; (ii) Educational Organization's obligation to pay all amounts payable under this Agreement for Materials, Services or Data provided up to and including the date of termination; and (iii) Sections 2.E,4, 5.E, 6, and 7 of this Agreement.
- E. Post Termination, Post Expiration Obligations of Educational Organization. Upon the termination of this Agreement for any reason, or the expiration of this Agreement, (i) all rights of Educational Organization to use the Materials and Services, and any other rights conferred to Educational Organization by this Agreement, with the exception of the use of Reports and Data provided pursuant to Section 2.A (ii), shall immediately thereafter cease, and (ii) all payments including fees and costs due under this Agreement and not yet paid shall become immediately due and payable. Educational Organization shall not thereafter operate or conduct business under any name or mark or in any other manner that might tend to create the impression that this Agreement is still in force, including but not limited to any reference to UChicago Impact or any trademark or servicemark of UChicago Impact in describing its operations.

## Section 6. Representations, Warranties, Covenants and Disclaimers

- A. <u>Representations, Warranties and Covenants</u> of Educational Organization. Educational Organization hereby represents, warrants and covenants, for itself, that:
  - i. Educational Organization is a not-for-profit organization, dedicated to driving change in urban schools through strategic partnerships and innovative school improvement initiatives, duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to execute and deliver this Agreement, and perform its obligations under this Agreement.
  - ii. The execution, delivery and performance of the Agreement have been duly and validly authorized by Educational Organization, and upon execution and delivery by Educational Organization, this Agreement will constitute a valid and binding agreement of Educational Organization enforceable in accordance with its terms.
  - iii. Educational Organization has no other agreements that conflict with the obligations undertaken and rights and licenses granted in this Agreement.
  - iv. Any use of the Material(s) by Educational Organization shall comply with and conform to all applicable specifications required by any state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g et. seq.
  - v. Educational Organization shall timely make all payments to UChicago Impact required by this Agreement.
- B. <u>Disclaimer of Warranties</u>. UCHICAGO IMPACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT.

IN PARTICULAR, UCHICAGO IMPACT DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS AND TRADEMARKS COVERING MATERIALS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, SAFETY OR USEFULNESS FOR ANY PURPOSE OF ANY INFORMATION PROVIDED BY UCHICAGO IMPACT TO EDUCATIONAL ORGANIZATION WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS OR TRADEMARKS COVERING MATERIALS OR SERVICES AND ANY PRODUCTS DEVELOPED FROM OR COVERED BY THEM; (II) WHETHER THE USE OF ANY MATERIALS OR SERVICE WILL OR MIGHT INFRINGE A PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED OR LICENSED BY A THIRD PARTY; OR (III) THE ACCURACY, SAFETY, OR USEFULNESS FOR ANY PURPOSE OF THE MATERIALS OR SERVICES. IN ADDITION, UCHICAGO IMPACT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. <u>Family Educational Rights and Privacy Act (FERPA)</u>. Each of the Parties hereby represents, warrants and covenants that it will comply in all material respects with FERPA, including, but not limited to the protection of student records.

## Section 7. Miscellaneous

- A. Entire Agreement, Amendment, Waiver. This Agreement, together with the Exhibits attached hereto constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements or understandings (express or implied) between them concerning the same subject matter. This Agreement may not be amended or modified except in a document signed by duly authorized representatives of each Party. No waiver of any default hereunder by either Party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.
- B. <u>Notice</u>. Any notice required or otherwise made pursuant to this Agreement shall be in writing, sent by registered or certified mail properly addressed, or by facsimile with confirmed answer-back, to the other Party at the address set forth below or at such other address as may be designated by written notice to the other Party. Notice shall be deemed effective three (3) business days following the date of sending such notice if by mail, on the day following deposit with an overnight courier, if sent by overnight courier, or upon confirmed answer-back if by facsimile.

If to UChicago Impact:

UChicago Impact, LLC. The University of Chicago

1313 E. 60<sup>th</sup> Street Chicago, Illinois 60637

Facsimile Number: 773-702-8980

Attn: Collette Walton

If to Educational Organization:

Suwannee County School District

1729 Walker Avenue, SW, Suite 200

Live Oak, FL 32064

Facsimile Number: 386-364-2635

Attention: Ted L. Roush, Superintendent

Copy to:

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Attorney for Suwannee County School District

101 North Monroe Street, Suite 120

Tallahassee, FL 32301

- C. <u>Assignment</u>. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns. Educational Organization may at any time, upon written notice to the other Party, assign or delegate to a successor to all or substantially all of its business any of its rights and obligations hereunder, provided that, any such assignment or delegation shall in no event relieve Educational Organization of its primary responsibility for its obligations hereunder. Any such assignment shall be conditioned on and shall not be effective until the assignee or transferee has executed and delivered a written agreement assuming and undertaking all of the duties and obligations of the assignor or transferor under this Agreement. Except as provided above, Educational Organization may not assign or delegate any right or obligation hereunder without the prior written consent of UChicago Impact, which consent shall not be unreasonably withheld, and any attempted assignment or delegation in violation thereof shall be void. UChicago Impact may assign this Agreement at any time to any third party on written notice to Educational Organization. In the event of an assignment by UChicago Impact, the assignee shall be substituted for UChicago Impact as a party hereto, and UChicago Impact shall no longer be bound hereby.
- D. <u>Governing Law</u>. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be fully performed in that state.
- E. <u>Independent Contractors</u>. The Parties agree that the relationship of UChicago Impact and Educational Organization established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish a partnership or joint venture, nor shall this Agreement create or establish an employment, agency or any other relationship. Neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to

- assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or to otherwise act as an agent for the other Party for any purpose.
- F. No Use of Name. Except for uses required in connection with implementation of the Product, both parties to this Agreement agree not to use the other Party's name in any commercial activity, marketing, advertising or sales brochures except with the prior written consent of the other Party, which consent will not be unreasonably withheld. Educational Organization agrees not to use the name of any UChicago Impact's employee(s) in any commercial activity, marketing, advertising or sales brochures, or for any other purpose other than internal reporting and record keeping, without the written consent of UChicago Impact, in its sole discretion.
- G. <u>Waiver</u>. No term or provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach.
- H. <u>Construction</u>. Each Party has consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed as prepared jointly by the Parties. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.
- I. <u>Execution</u>. This Agreement may be executed by the Parties in any number of identical counterparts, each of which, for all purposes shall be deemed to be an original, and all of which shall constitute, collectively, one instrument.
- J. <u>Severability</u>. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any laws of any federal, provincial, state, or local government that may exercise jurisdiction over this Agreement, (i) the validity of the remaining portions or provisions shall not be affected thereby and (ii) the enforceability of such provisions in other jurisdictions shall not be affected thereby.
- K. Third Party Beneficiaries. All rights, benefits and remedies under this Agreement are solely intended for the benefit of UChicago Impact and Educational Organization and no other person or entity shall have any rights whatsoever to (i) enforce any obligation contained in this Agreement; (ii) seek a benefit or remedy for any breach of this Agreement; or (iii) take any other action relating to this Agreement under any legal theory, including but not limited to, actions in contract, tort (including but not limited to negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers or representatives on the date first above written.

UChicago Impact LLC	Suwannee County School District
Ву:	By:
Elliot Ransom	Ted L. Roush
Co-Chief Executive Officer	Superintendent of Schools
UChicago Impact LLC	Suwannee County School District
Date of signature:	Date of signature:
	Suwannee County School District
	By:
	By: Jerry Taylor
	Chairman of Board
	Suwannee County School District
	Date of signature:
	WA annound as to Form and Sufficiency
	"Approved as to Form and Sufficiency
	BY
	Leonard J. Dietzen, III
	Rumberger, Kirk & Caldwell, P.A.
	Suwannee School Board Attorney"

#### **EXHIBIT A**

#### **Materials and Services**

#### Section 1. 5Essentials Administration

UChicago Impact will administer the 5Essentials School Improvement Survey to all schools specified by Educational Organization provided that school rosters are finalized and received by the roster deadline, November 30, 2018. Student and teacher rosters, as well as parent counts, are to be provided by Educational Organization, in accordance with 34 C.F.R. § 99.31(a)(1). The surveys will be administered using the 5Essentials Survey Administration Tool during the 2018-19 school year. This tool provides online access to the 5Essentials Student and Teacher surveys and supplemental Parent Survey.

#### A. Rosters and Confidentiality

- i. Educational Organization designates UChicago Impact as its agent for conducting and scoring the 5Essentials survey and agrees to release personally identifiable education records necessary for that purpose to UChicago Impact, in accordance with 34 C.F.R. § 99.31(a)(3). UChicago Impact will work directly with Educational Organization to acquire rosters in the correct format for all a) schools, b) principals, c) teachers, and d) students as well as e) parent counts. Student data may include, but is not limited to:
  - (1) School ID number
  - (2) Last and first name
  - (3) Student ID number
  - (4) Grade level
  - (5) Date of birth
  - (6) Gender
  - (7) School postal code
  - (8) Race (optional)
  - (9) ESE status (optional)
- ii. Data provided by Educational Organization is, by federal and state law, confidential and shall be used only for the purposes authorized herein. Under no circumstances shall records and reports be released by Educational Organization to any party unless such release is in strict accordance with the provisions, and to the entities identified in, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and chapter 119 and sections 1002.22 and 1002.221, Florida Statutes. UChicago Impact acknowledges its separate obligations in accordance with the requirements of these provisions by establishing duties of confidentiality, privacy, and nondisclosure.
- iii. Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only UChicago Impact staff and agents necessary for administration of the survey will have access to student identifiers during administration. Deliberate or accidental misuse of information may result in loss of access, disciplinary action, or dismissal or prosecution under the scope of all applicable federal and state laws and regulations.

- iv. UChicago Impact may not, and must ensure that no other individuals:
  - (1) Share unit record data with any other individual or organization without the express written consent of Educational Organization;
  - (2) Use data for any purpose other than that stated herein;
  - (3) Allow any unauthorized use of information provided or generated;
  - (4) Publicly disseminate reports containing identifiable data or aggregate cell sizes of less than 10 individuals. (Reports must mask these cells so that results are not revealed.)
- v. UChicago Impact is required to comply with the Florida Public Records Law, chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically, as concerning Educational Organization:
  - (1) Keep and maintain public records required by Educational Organization to perform the service;
  - (2) Upon request from Educational Organization's custodian of public records, provide Educational Organization 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, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records that 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 Educational Organization; and
  - (4) Upon completion of the contract, transfer, at no cost, to Educational Organization all public records in possession of UChicago Impact or keep and maintain public records, required by Educational Organization to perform the service. If UChicago Impact shall transfer all public records to Educational Organization upon completion of the contract, UChicago Impact shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UChicago Impact keeps and maintains public records upon completion of the contract, UChicago Impact shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Educational Organization, upon request of Educational Organization's custodian of public records, in a format that is compatible with the information technology systems of Educational Organization.
  - (5) IF UCHICAGO IMPACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.
- vi. Survey responses will not be traceable to the individual providing the response.

#### B. Survey Coordinators

In addition to the principal, each school may designate a coordinator to assist with facilitation of the survey. The principal and coordinator will receive a short manual detailing their roles and responsibilities for survey administration.

#### C. Student Survey Administration

Students will login to their survey using a district/school assigned student ID and their birth date. Students have the right to omit responses to any question. The survey will be available to students in grades 4-12.

#### D. Teacher Survey Administration

Teachers will access the survey using a randomly assigned username and password issued by the 5Essentials Online Administration Tool. The survey will be available to all pre-kindergarten to high school teachers. Teachers have the right to omit responses to any question.

#### E. Parent Survey Administration

Parents will select for which school they are responding and enter basic demographic information before entering the survey. Parents have the right to omit responses to any question.

#### F. Response Rate Monitoring

The 5Essentials Survey Administration Tool will provide weekly response rate updates to Educational Organization, district/charter administrators, principals and survey coordinators. The Tool will also allow users to check response rates at any time.

- i. To receive teacher data, schools must have at least 50% of teachers start the survey and have at least eight (8) valid respondents per item.
- ii. To receive student data, schools must have at least 50% of students start the survey and have at least 10 valid respondents per item.
- iii. To receive supplemental parent data, schools must have at least 20% of parents complete the survey.

#### Section 2. 5Essentials Scoring

UChicago Impact will score survey data from Educational Organization using a process developed at the University of Chicago Consortium on School Research (UChicago Consortium). The 5Essentials Scoring process creates school-level scores that minimize error by removing invalid responses using Rasch Analysis. 5Essentials Scoring allows school results to be compared from one year to the next and puts all schools within a particular grade level on the same scale, allowing schools with strengths and challenges to be identified.

#### Section 3. 5Essentials School Reports

Schools receive a set of individualized, web-based reports that offer a comprehensive picture of school quality and provide a framework for understanding the hundred-plus survey questions. These reports include:

A. Performance on the 5Essentials, shown in color-coded, easy to read diagrams.

- B. Changes in school performance over time on individual Measures and Essentials.
- C. A one-year license to access their report online, Upon renewal each year, schools will receive an additional year of access.

#### Section 4. Report Release

Reports will be available on a password protected basis to Educational Organization staff at the end of the 6–8 week scoring window. Access to the reports will be available to district administrators and principals prior to a broader release. Reports will be made publicly available upon request; the final release date will be determined by Educational Organization. The web address provided for reports will be www.5-essentials.org/florida.

## **EXHIBIT B Materials and Services**

Component	Unit Price	Units <sup>1</sup>	Price ***
5Essentials System:	\$1,548	7	\$10,836
Includes:			
<ul> <li>5Essentials Organizing Schools for Improvement</li> </ul>			1
Surveys		[	
o Data on five essentials, 22 measures, and over 150			
questions tested through 20 years of research at the			
University of Chicago.	<u> </u>		
<ul> <li>Measures predictive of student and school</li> </ul>			
outcomes.			
o Access to additional question and measure banks. <sup>2</sup>			
<ul> <li>Online survey administration built for schools.</li> </ul>			
■ 5Essentials Scoring			
<ul> <li>University of Chicago test scoring process.</li> </ul>			
o Lazy respondent algorithm to remove intentionally			
or unintentionally inappropriate responses.			
o Predictive of school improvement changes.	1		
o 6-8 week turnaround time.	:		
<ul> <li>5Essentials Reports</li> </ul>			
<ul> <li>Online reporting system for each school.</li> </ul>		Ţ	
o Trends.		1 .	
<ul> <li>Downloadable and printable reports.</li> </ul>			
<ul> <li>1-year license for principals and administrators.</li> </ul>			
o Public access upon request.			
<ul><li>5Essentials Data</li></ul>			
<ul> <li>Essentials and measures school-level data file.</li> </ul>			
o Survey question responses school-level data file.			
Supplemental Parent Survey for all grade PK-12 parents	\$200	7	\$1,400
5Essentials System Subtotal	Edward Ag	Y 11 . 11 . 1	
Total <sup>3</sup>			\$12,236

<sup>&</sup>lt;sup>1</sup> A unit is equivalent to one school.

<sup>2</sup> The addition of supplemental measures is embedded into the cost for the 5Essentials System; however, any questions added beyond supplemental content will result in a fee to cover programming, scoring and reporting costs.

<sup>3</sup> Final pricing will be determined by actual number of units delivered (training sessions, schools, etc.)

# EXHIBIT C Timeline

Service	Description	Timeline
Logistics	Educational Organization will submit a signed contract to UChicago Impact.	November 2, 2018
	The Educational Organization personnel will supply school, staff and student rosters to UChicago Impact and verify rosters for accuracy.	November 30, 2018
	Two Project Managers (one from UChicago Impact and one from the Florida Department of Education) will serve as the main contact for the duration of the 5Essentials Survey Implementation.	
5Essentials Survey	UChicago Impact will administer the survey to	January 22-February
Administration	Educational Organization schools.	22, 2019
5Essentials Analysis	UChicago Impact will analyze and score surveys.	February 25-April 19, 2019
5Essentials	UChicago Impact will provide Educational	Week of April 22,
Reporting	Organization with access to the survey reports, a summary analysis, and school-level data files.	2019

## EXHIBIT D Invoicing

UChicago Impact will invoice Educational Organization based upon key milestones, as depicted in the table below.

Key Milestone	Amount Due	Approximate Timing
Execution of Contract	25% of projected total contract value	Fall 2018
Close of the Survey Window	25% of projected total contract value	February 22, 2019
Final Report Delivery	Remaining contract balance	Week of April 22, 2019
	(approximately 50%)	

# **EXHIBIT E Participating Schools**

The following schools are participating in the 2018-19 5Essentials survey.

	D School Name
610089	Branford Elementary School
610091	Branford High School
610011	Suwannee Primary School
610060	Suwannee Elementary School
610042	Suwannee Intermediate School
610051	Suwannee Middle School
610043	Suwannee High School

#### SCSB 2019-74 (REVISED/RENEWAL)

#### AGREEMENT

BETWEEN UCHICAGO IMPACT LLC AND SUWANNEE COUNTY SCHOOL DISTRICT FOR THE

#### **5ESSENTIALS AGREEMENT**

This Agreement ("<u>Agreement</u>"), dated <u>November 22October 23, 2016 2018</u>, ("<u>Effective Date</u>") is between UChicago Impact LLC, an Illinois not-for-profit corporation ("<u>UChicago Impact</u>"), and Suwannee County School District (SCSD), <u>a Florida not-for-profit organization/School District</u>, having an address at 702 2<sup>nd</sup> Street 1729 Walker Avenue, NWSW, Suite 200, Live Oak, FL 32064 (the "Educational Organization"). Each hereunder may be referred to separately as the ("<u>Party</u>"), or together as the ("Parties").

WHEREAS, UCHICAGO IMPACT UChicago Impact agrees to provide the Materials and Services, and

WHEREAS, UCHICAGO IMPACT UChicago Impact has experience and expertise in the design, administration, and analysis of surveys to assess educational institutions, and

WHEREAS, SCSD Educational Organization is committed to supporting and providing school reports of school quality in approximately eight schools in SCSD evaluating education in Live Oak, Florida (the "Schools"), and

WHEREAS, SCSD-Educational Organization wishes to administer the UChicago Impact's research-validated school climate survey to inform citizens about the quality of individual schools and their progress over time, and

WHEREAS, SCSD Educational Organization is prepared and intends to diligently implement the 5Essentials Organizing Schools for Improvement Survey for the benefit of students,

NOW, THEREFORE, for good and valuable consideration, the <u>receipt and sufficiency of which is</u> <u>hereby acknowledged the</u> Parties agree as follows:

#### Section 1. Definitions

The capitalized terms listed below and used in this Agreement shall have the following meanings:

- A. "Affiliate" means any corporation or other business, nonprofit or governmental entity that controls, is controlled by, or is under common control with a Party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls at least fifty percent (50%) of the outstanding shares or other (i) economic interests of the other corporation or entity or (ii) voting rights of the other corporation or entity having the right to elect directors, or such lesser percentage that is the maximum permitted to be owned by a foreign entity in those jurisdictions where majority ownership by foreign entities is prohibited.
- B. "Derivative Work" means a work that is based on one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such pre-existing work may be recast, transformed, or adapted, and, if prepared without authorization of the copyright owner of such pre-existing work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work includes a compilation that incorporates such pre-existing work.
- C. "Material(s)" means (i) the hardcopy and physical items described in Exhibit A or containing

SCSB 2019-74 (REVISED/RENEWAL) reference to matters described in Exhibit A, (ii) the systems described in Exhibit A, and (iii)any changes that UCHICAGO IMPACT elects to



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make any changes that UChicago Impact elects to make in the Materials described in (i) or (ii) above that improves the manner in which the Materials described in (i) or (ii) above fulfills existing requirements or extends the ways to accomplish an existing function.

- D. "Reports and Data" means the <u>SEssentials School 5E</u> Reports and the <u>SEssentials 5E</u> Data described in Exhibit A.
- E. "Services" means (i) the particular training events and/or support activities described in Exhibit A, (ii) the survey analysis services described in Exhibit A, and (Mili) any changes that UCHICAGO IMPACT UChicago Impact elects to make that improves the manner in which (i) or (ii) fulfills existing requirements or extends the ways to accomplish an existing function.
- F. "Timeline" means the schedule described in Exhibit <u>CB</u>.

#### Section 2. License, Materials and Services

- A. Grant of License. Upon payment of the fees and subject to and conditioned on (a) SCSD continuing compliance with the SEssentials Terms of Use and Privacy Policy, which may, from time to time, be modified, altered, or updated without prior notice; but which shall be provided to SCSD at the time it is changed, (b) SCSD continuing compliance with the terms and conditions of this Agreement, and (c) timely responses from SCSD, UCHICAGO TMPACT hereby agrees to provide to SCSD:
  - (a) Educational Organization's continuing compliance with the 5Essentials Terms of Use and Privacy Policy, which may, from time to time, be modified, altered, or updated by UChicago Impact in its sole discretion.
  - (b) Educational Organization's continuing compliance with the terms and conditions of this Agreement, and
  - (c) timely responses from Educational Organization, to UChicago Impact's requests for information and assistance.

#### UChicago Impact hereby agrees to provide to Educational Organization:

- (i) the Materials solely for its own use during the Term of the Agreement;
- (ii) the nonexclusive right to reproduce and distribute the Reports and Data:
- (iii) the nonexclusive right to archive and store the Reports and Data.
- B: <u>Services</u>. Upon payment of the fees and provided timely responses from <u>SCSDEducational Organization</u>, <u>UChicago Impact will use reasonable efforts to provide the Services to Educational Organization within the Timeline.</u>

  <u>UCHICAGO IMPACT will use reasonable efforts to provide the Services to SCSD within the Timeline.</u>
- C. Reservation of Rights. <u>UCHICAGO IMPACT\_UChicago Impact</u> reserves the worldwide right to use all aspects of the Materials for any purpose it may choose at its own discretion and without any payment therefore, with the exception of the data that the Florida Department of Education ("FDOE") provides to UCHICAGO IMPACT under Exhibit A, Section I.A., of this Agreement by UChicago Impact. <u>UCHICAGO IMPACT\_UChicago Impact</u> shall have the right to grant licenses to third parties to any aspect of the <u>ProductMaterials</u>. Further, <u>UCHICAGO IMPACT\_UChicago Impact</u> reserves the worldwide right to execute, reproduce and modify, create derivatives, to distribute, and to otherwise use the Materials and Services for any purpose it may choose at its own discretion and without any payment <u>thereforetherefor</u>.

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D. No Other Rights. No rights in and to the Materials and Services or any other intellectual property other than those provided in this Section 2, express or implied, are conveyed by UCHICAGO IMPACT. No rights to any intellectual property except those conveyed in this Section 2 are conveyed by UCHICAGO IMPACT UChicago Impact. Except as expressly permitted under this Agreement, SCSD Educational Organization is granted no rights to (i) reproduce any parts of the Materials, (ii) modify any parts of the Materials, (iii) provide access to or enable use of any user identification or password by any person(s), (iv) rent, lease, loan, or sell access to the Materials, (v) copy, archive, store, rearrange, modify, adapt, upload, create derivate works from, perform, publish, distribute, redistribute, or disseminate any



#### SCSB 2019-74 (REVISED/RENEWAL)

<u>redistribute</u>, or <u>disseminate any</u> Material(s), (vi) access the Materials to build a product using similar ideas, features, functions, interface, or graphics of the Materials, (vii) access (or attempt to access) any service within the <u>Product Materials</u> by any means other than as permitted in the Terms of Use, or (viii) delete any copyright or other proprietary rights notice in the Materials.

E. E. Ownership. UCHICAGO IMPACT UChicago Impact is the sole owner of all intellectual property relating to the Materials and Services existing as of the Effective Date. However, FDOE retains sole ownership of the data that it provides to UCHICAGO IMPACT finder Exhibit A. Section I.A., of this Agreement, Also, SCSD is the sole owner of the raw data produced from the scoring process of the 5Essentials School Improvement Survey, SCSD's sole ownership of this raw data does not abrogate UCHICAGO IMPACT's obligations under this Agreement. UCHICAGO IMPACT UChicago Impact will also be the sole owner of all Derivative Works developed at any time during the course of this Agreement. SCSD-Educational Organization agrees to cooperate with UCHICAGO IMPACT UChicago Impact and to execute any grants and assignments of all rights as UCHICAGO IMPACT UChicago Impact reasonably may request for the purpose of evidencing, enforcing, filing, registering or defending such ownership. SCSD-Educational Organization shall comply with all copyright notices, information, and restrictions in the Materials and shall not alter, delete, or conceal any copyright, trademark, patent, or other notice on the Materials including notices on any part of any Material that is downloaded, displayed, printed, or reproduced. UChicago Impact may, at its sole discretion, use the Reports and Data created pursuant to this Agreement to inform and perform work that is outside the scope of this Agreement. At no time will UChicago Impact distribute Reports and Data created pursuant to this Agreement for an individual school in a manner that compromises the individual school's or any individual student's identity without the explicit written permission of Educational Organization, the individual school, a representative of the individual school, the individual student, or a parent or legal guardian of the individual student. Except as otherwise required by law, all Data created pursuant to this contract will be owned by UChicago Impact.

#### Section 3. Payments

- A. Payments. Upon execution of this Agreement, SCSD-Educational Organization shall be responsible for timely payment of all fees within 30 days receipt of invoice. Twenty—five percent (25%) of the total amount owed under this Agreement shall be due upon the opening—Execution of the survey window Contract. Twenty—five percent (25%) of the total amount owed under this Agreement shall be due at the close of the survey window—and the final payment of fifty percent (50%) shall be due at the delivery of the Reports.
- B. <u>Responsibility for Payments</u>. <u>SCSD-Educational Organization</u> shall be fully responsible for any payments due to <u>UCHICAGO IMPACT-UChicago Impact</u> under this Agreement. Time is of the essence with respect to all payments made by <u>SCSD to UCHICAGO-IMPACT-Educational Organization to UChicago Impact</u>.
- C. Overdue Payments. Payments due to <a href="UCHICAGO IMPACT\_UChicago Impact">UCHICAGO IMPACT\_UChicago Impact</a> under this Agreement shall, if not paid when due under the terms of this Agreement, bear simple interest at the lower of the prime rate of interest (as published by Citibank, N.A. on the date such payment is due) calculated on the basis of a <a href="365-day-360-day">365-day</a>-360-day</a> year for the number of days actually elapsed, beginning on the due date and ending on the day prior to the day on which payment is made in full. Interest accruing under this Section 3.C shall be due to <a href="UCHICAGO IMPACT-UChicago Impact">UCHICAGO IMPACT-UChicago Impact</a> on demand or upon payment of past due amounts, whichever is sooner. The accrual or receipt by <a href="UCHICAGO IMPACT-UChicago Impact">UCHICAGO IMPACT-UChicago Impact</a> of interest under this Section 3.C shall not constitute a waiver by <a href="UCHICAGO IMPACT-UChicago Impact">UCHICAGO IMPACT-UChicago Impact</a> of interest under this Section 3.C shall not constitute a waiver by <a href="UCHICAGO IMPACT-UChicago Impact">UCHICAGO IMPACT-UChicago Impact</a> or

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UChicago Impact of any right it may otherwise have to any other remedies available to <u>UCHICAGO IMPACT-UChicago Impact</u> including the right to declare a default under this Agreement or to terminate this Agreement. SCSD Educational Organization shall pay for all costs and fees (including reasonable attorney's



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fees that UCHICAGO IMPACT must expend fees) that UChicago Impact expends in order to collect any amounts due and owing to UCHICAGO IMPACT UChicago Impact after reasonable attempts have been made to collect the amounts or, in UCHICAGO IMPACT'S UChicago Impact's discretion, after the amounts remain outstanding for a period of ninety (90) days from the payment due date.

#### Section 4. Diligence

A. <u>Efforts</u>. <u>SCSD Educational Organization</u> shall use reasonable efforts to exploit the licenses granted herein by diligently utilizing the Materials and Services.

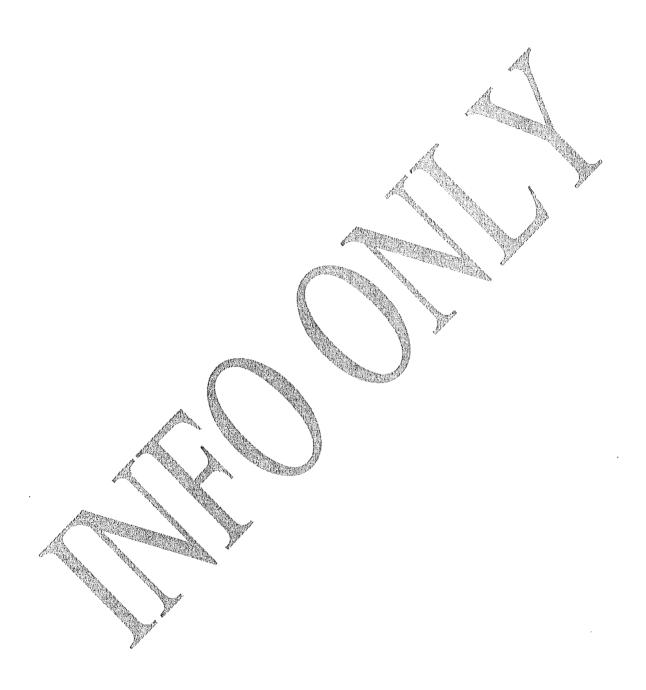
#### Section 5. Term and Termination

- A. <u>Term.</u> The Term of this Agreement is <u>November 22October 23, 2016-2018</u> through June 30, 20172019, and may be renewed annually upon mutual written agreement of the parties.
- B. <u>UCHICAGO IMPACT'S UChicago Impact's Right to Terminate. UCHICAGO IMPACT UChicago Impact</u> shall have the right to terminate this Agreement as follows, in addition to all other available remedies:
  - i. If SCSD-If Educational Organization fails to make any payment (whether of eashwhen due, or other form of consideration) when due then upon the election of UChicago Impact in writing, this Agreement shall-, terminate effective ten (10) days after UCHICAGO-IMPACT'S UChicago Impact's written notice to SCSD-Educational Organization describing such failure, unless SCSD-Educational Organization makes such payment within such ten (10) days.
  - ii. <u>If SCSD-If Educational Organization</u> breaches any obligation of this Agreement other than an obligation to make a payment when due, then upon the election of UChicago Impact in writing, this Agreement shall terminate effective thirty (30) days after <u>UCHICAGO-IMPACTS-UChicago Impact's</u> written notice to <u>SCSD-Educational Organization</u> describing such failure, unless <u>SCSD-Educational Organization</u> cures such failure to the satisfaction of <u>UCHICAGO IMPACT-UChicago Impact</u> within such thirty (30) days.
  - bankruptcy or insolvency law it shall immediately notify <a href="https://docs.py.com/bankruptcy"><u>UCHICAGO IMPACT. If</u></a>
    <a href="https://docs.py.com/bankruptcy"><u>UChicago Impact. and</u></a> such petition is not dismissed within sixty (60) days of its filing, or if <a href="https://scsd-Educational Organization"><u>SCSD-Educational Organization</u></a> makes an assignment of all or substantially all of its assets for the benefit of its creditors, <a href="https://scsd-then.educational Organization"><u>SCSD-then Educational Organization</u></a> shall immediately notify <a href="https://www.uchicago.impact.gov/dhen.educational Organization"><u>UCHICAGO IMPACT and UCHICAGO IMPACT may UChicago Impact of such facts and UChicago Impact may in its sole discretion terminate this Agreement by written notice effective as of the (i) date of filing by <a href="https://scsd-Educational Organization"><u>SCSD-Educational Organization</u></a> of any such petition, (ii) date of any such assignment to creditors, or (iii) end of the sixty (60) days if a petition is filed against it and not dismissed by such time, whichever is applicable.</u>
  - iv. <u>If SCSD If Educational Organization</u> shall be dissolved, liquidated or otherwise ceases to exist, other than for reasons specified in Section <u>S.B.iii5.B.</u> (iii) above, this Agreement shall automatically terminate as of (i) the date articles of dissolution or a similar document is filed on behalf of <u>SCSD-Educational Organization</u> with the appropriate government authority or
    - (ii) the date of establishment of a liquidating trust or other arrangement for the winding

#### SCSB 2019-74 (REVISED/RENEWAL)

up of the affairs of SCSDEducational Organization.

C. <u>SCSD's-Right to Terminate</u>. <u>SCSD-Educational Organization</u> may notify <u>UCHICAGO</u>
<u>IMPACT-UChicago Impact</u> of its desire to terminate this Agreement at any time by giving <u>UCHICAGO IMPACT-UChicago Impact</u> thirty (30) days prior



- written notice. The termination shall take effect thirty (30) days from UCHICAGO-IMPACT's UChicago Impact's receipt of written notice.
- <u>D. D.Survival</u>. The following shall survive any termination of this Agreement for any reason:
  (i) all causes of action accruing to either Party under this Agreement; (ii) <u>SCSD's-Educational Organization's</u> obligation to pay all amounts payable under this Agreement <u>accrued prior to for Materials</u>, <u>Services or Data provided up to and including</u> the date of termination; and <u>(iii) Sections 2.E,4, 5.E, 6</u>, and 7 of this Agreement.
  - (iv) Sections 4, 5.E, 6, and 7 of this Agreement.
- E. E. Post Termination, Post Expiration Obligations of SCSDEducational Organization. Upon the termination of this Agreement for any reason, or the expiration of this Agreement, (i) all rights of SCSD Educational Organization to use the Materials and Services, and any other rights conferred to SCSD Educational Organization by this Agreement, with the exception of the use of Reports and Data provided pursuant to Sections 2.A.ii. and 2. A.hi. Section 2.A (ii), shall immediately thereafter cease, and (ii) all payments including fees and costs due under this Agreement and not yet paid shall become immediately due and payable. SCSD Educational Organization shall not thereafter operate or conduct business under any name or mark and or in any other manner that might tend to create the impression that this Agreement is still in force, and/including but not limited to any reference to UChicago Impact or any trademark or servicemark of UCHICAGO IMPACT. All payments including fees and costs due under this Agreement and not paid yet shall become immediately due and payable UChicago Impact in describing its operations.

### Section 6. Representations, Warranties, Covenants and Disclaimers

- A. Representations, Warranties and Covenants of SCSDEducational Organization. SCSDEducational Organization hereby represents, warrants and covenants-, for itself, that:
  - i. <u>SCSD-Educational Organization</u> is a <u>non-profit-not-for-profit</u> organization, <u>dedicated to driving change in urban schools through strategic partnerships and innovative school improvement initiatives</u>, duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to execute and deliver this Agreement, and perform its obligations under this Agreement.
  - il. The execution, delivery and performance of the Agreement have been duly and validly authorized by SCSDEducational Organization, and upon execution and delivery by SCSDEducational Organization, this Agreement will constitute a valid and binding agreement of SCSDEducational Organization enforceable in accordance with its terms.
  - iii. <u>SCSD-Educational Organization</u> has no other agreements that conflict with the obligations undertaken and rights and licenses granted in this Agreement.
  - iv. Any use of the Material(s) by <u>SCSD-Educational Organization</u> shall comply with and conform to all applicable specifications required by any state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g et. seq.
  - v. <u>SCSD-Educational Organization</u> shall timely make all payments to <u>UCHICAGO IMPACT UChicago Impact</u> required by this Agreement.
- B. <u>Disclaimer of Warranties</u>. UCHICAGO IMPACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT.

IN PARTICULAR, UCHICAGO IMPACT DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS AND TRADEMARKS COVERING MATERIALS OR SERVICES. INCLUDING BUT NOT LIMITED TO-ANY REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, SAFETY OR USEFULNESS FOR ANY PURPOSE OF ANY INFORMATION PROVIDED BY UCHICAGO IMPACT TO FORG-ABBREVIEDUCATIONAL ORGANIZATION WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS OR TRADEMARKS COVERING MATERIALS OR SERVICES AND ANY PRODUCTS DEVELOPED FROM OR COVERED BY THEM; (##II) WHETHER THE USE OF ANY MATERIALS OR SERVICE WILL OR MIGHT INFRINGE A PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED OR LICENSED BY A THIRD PARTY: OR (IV(III) THE ACCURACY, SAFETY, OR USEFULNESS FOR ANY PURPOSE OF THE MATERIALS OR SERVICES. IN ADDITION, UCHICAGO IMPACT, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. Family Educational Rights and Privacy Act (FERPA). Each of the Parties hereby represents, warrants and covenants that it will comply in all material respects with FERPA, including, but not limited to the protection of student records.

#### Section 7. Miscellaneous

- A. Entire Agreement, Amendment, Waiver. This Agreement, together with the Exhibits attached hereto constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements or understandings (express or implied) between them concerning the same subject matter. This Agreement may not be amended or modified except in a document signed by duly authorized representatives of each Party. No waiver of any default hereunder by either Party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.
- B. Notice. Any notice required or otherwise made pursuant to this Agreement shall be in writing, sent by registered or certified mail properly addressed, or by facsimile with confirmed answer-back, to the other Party at the address set forth below or at such other address as may be designated by written notice to the other Party. Notice shall be deemed effective three (3) business days following the date of sending such notice if by mail, on the day following deposit with an overnight courier, if sent by overnight courier, or upon confirmed answer-back if by facsimile.

If to UCHICAGO IMPACT UChicago Impact: UChicago Impact,

LLC. The University of Chicago 1313 E. 60<sup>th</sup> Street Chicago, Illinois

60637Email:

eransom@uchicago.edu Attn:

Elliot Ransom

If to SCSD:

Janene Fitzpatrick, Asst. Superintendent of Instruction

Facsimile Number: 773-702-8980

Attn: Collette Walton

If to Educational Organization:

Suwannee County School District 7022<sup>nd</sup> Street 1729 Walker Avenue, NW SW, Suite 200 Live Oak, FL 32064ianene.fitzpatrick@suwannee.kl2.f

1<del>.us</del>...

<u>Facsimile Number: 386-364-2635</u> Attention: Ted D. Roush, Superintendent

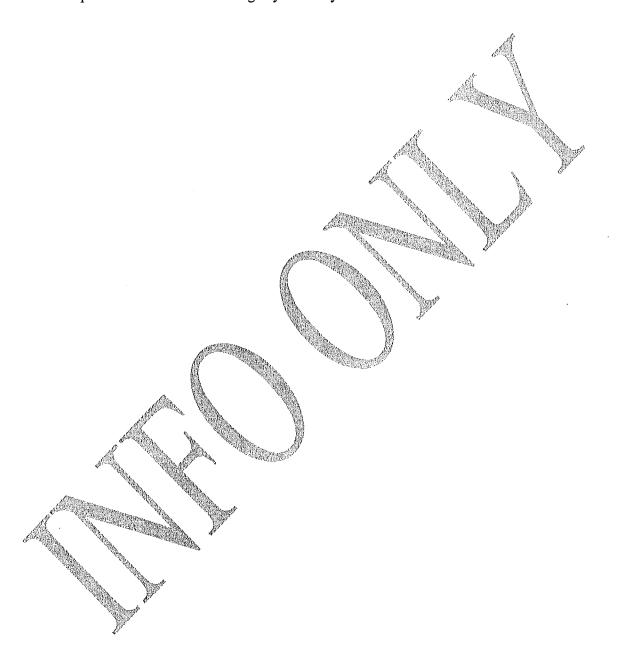
Copy to:

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Attorney for Suwannee County School
District P. O. Box 10507 101 North Monroe
Street, Suite 120
Tallahassee, FL 32302-2507
Idietzen^z. rumberger.com32301

- C. C. Assignment. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns. SCSD-Educational Organization may at any time, upon written notice to the other Party, assign or delegate to a successor to all or substantially all of its business any of its rights and obligations hereunder, provided that, any such assignment or delegation shall in no event relieve SCSD-Educational Organization of its primary responsibility for the same its obligations hereunder. Any such assignment shall be conditioned on and shall not be effective until the assignee or transferee has executed and delivered a written agreement assuming and undertaking all of the duties and obligations of the assignor or transferor under this Agreement. Except as provided above, SCSD-Educational Organization may not assign or delegate any right or obligation hereunder without the prior written consent of UCHICAGO IMPACT UChicago Impact, which consent shall not be unreasonably withheld, and any attempted assignment or delegation in violation thereof shall be void. UChicago Impact may assign this Agreement at any time to any third party on written notice to Educational Organization. In the event of an assignment by UChicago Impact, the assignee shall be substituted for UChicago Impact as a party hereto, and UChicago Impact shall no longer be bound hereby.
- <u>D. D. Governing Law.</u> The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be fully performed in that state.

## SCSB 2019-74 (REVISED/RENEWAL)

E. E.Independent Contractors. The Parties agree that the relationship of UCHICAGO IMPACT and SCSD-UChicago Impact and Educational Organization established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish a partnership or joint venture, and nor shall this Agreement create or establish an employment, agency or any other relationship. Neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to



#### SCSB 2019-74 (REVISED/RENEWAL)

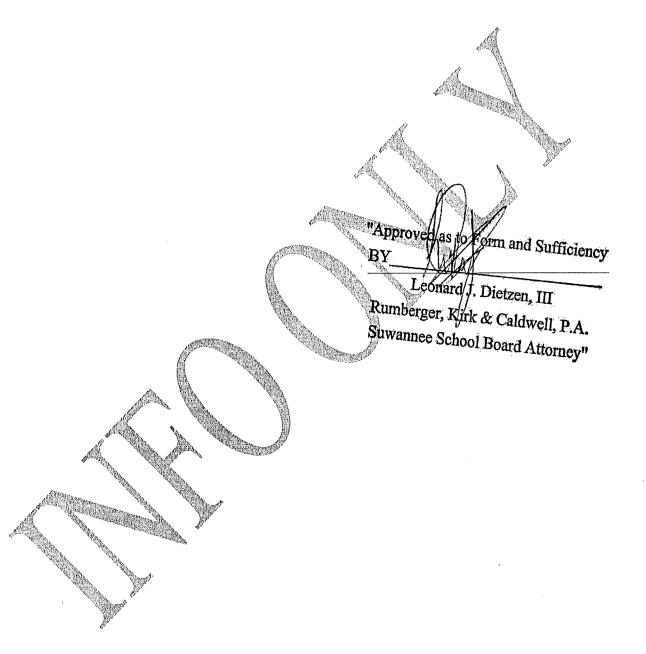
- assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or <u>to</u> otherwise act as an agent for the other Party for any purpose.
- F. No Use of Name. Except for uses required in connection with implementation of the Product, both parties to this Agreement agree not to use either the other Party's name in any commercial activity, marketing, advertising or sales brochures except with the prior written consent of the other Party, which consent will not be unreasonably withheld. SCSD Educational Organization agrees not to use the name of any UCHICAGO IMPACTS-UChicago Impact's employee(s) in any commercial activity, marketing, advertising or sales brochures or for any other purpose other than internal reporting and record keeping, without the written consent of UChicago Impact, in its sole discretion.
- <u>G. G.Waiver</u>. No term or provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach.
- <u>H. H.Construction</u>. Each Party has consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed as prepared jointly by the Parties. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.
- <u>I. L.Execution</u>. This Agreement may be executed by the Parties in any number of identical counterparts, each of which, for all purposes shall be deemed to be an original, and all of which shall constitute, collectively, one instrument.
- J. J. Severability. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any laws of any federal, provincial, state, or local government that may exercise jurisdiction over this Agreement, (i) the validity of the remaining portions or provisions shall not be affected thereby and (ii) the enforceability of such provisions in other jurisdictions shall not be affected thereby.
- K. Third Party Beneficiaries. All rights, benefits and remedies under this Agreement are solely intended for the benefit of <u>UCHICAGO IMPACT and SCSD</u>, <u>UChicago Impact and Educational Organization</u> and no other person or entity shall have any rights whatsoever to (i) enforce any obligation contained in this Agreement; (ii) seek a benefit or remedy for any breach of this Agreement; or (iii) take any other action relating to this Agreement under any legal theory, including but not limited to, actions in contract, tort (including but not limited to negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by the Parties.

L. Public Records. For all contractors as set forth in Section 119.0701. Florida Statutes (2016') see EXHIBIT F which is incorporated by reference herein.

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## SCSB 2019-74 (REVISED/RENEWAL) [Signature page follows]



#### SCSB 2019-74 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers or representatives on the date first above UChicago Impact LLC SCSD Slopuse By: Ted L. Roush written. The same Suwannee County School District UChicago Impact LLC Elliot Ransom By: Elliot Ransom Ted L. Roush Co-Chief Executive Officer Superintendent of Schools UChicago Impact LLC Suwannee County School District Date of signature: Date of signature: Suwannee County School District Jerry Taylor Chairman of Board Suwannee County School District Date of signature:

## **EXHIBIT A Materials and Services**

Section 1. 5Essentials **EXHIBIT A Materials and Services** 

#### Section 1. SEssentials-Administration

Director, UChicago Impact LLC Date of signature: IT-//)/\Superintendent of Schools Date of signature: NOV 2 2 2016

UChicago Impact will administer the SEssentials School Improvement Survey to all schools specified by SCSD-Educational Organization provided that school rosters are finalized and received by the roster deadline, December 19 November 30, 2016 2018. Student and teacher rosters, as well as parent counts, are to be provided by the Florida Department of Education ("FDOE") Educational Organization, in accordance with 34 C.F.R. § 99.31 (a) 1(a) The surveys will be administered using the SEssentials Survey Administration Tool during the 2016-17-2018-19 school year. This tool provides online access to the SEssentials Student and Teacher surveys and supplemental Parent Survey.

#### A. A. Rosters and Confidentiality

i. <u>i. SCSD-Educational Organization designates UChicago Impact as its agent for</u> conducting and scoring the SEssentials Survey and authorizes FDOE agrees to release personally identifiable education records necessary for that purpose to UChicago Impact, in accordance with 34 C.F.R. § 99.31(a)(3). UChicago Impact will work directly with FDOE Educational Organization to acquire rosters in the correct format for all a) schools, b) principals, c) teachers, and d) students as well as e) parent counts. Student data may include, but is not limited to:

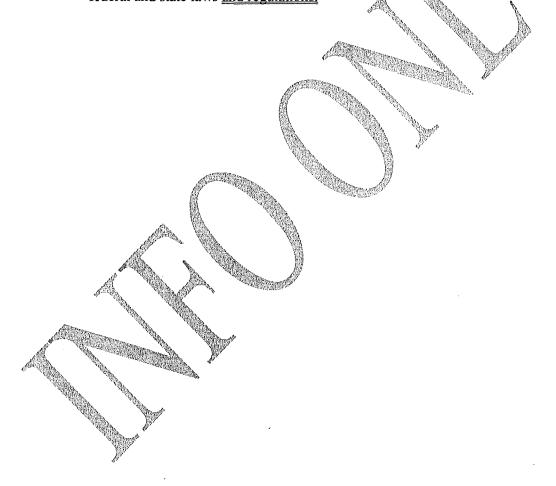
<del>(1)</del>		

- Student ID number
- Grade level
- Date of birth
- (6)Gender
  - School postal code
- $\frac{(8)}{}$ Race (optional)
- <del>(9)</del> ESE status
- School ID number (1)
- Last and first name (2)
- Student ID number (3)
- (4)Grade level
- Date of birth (5)
- Gender (6)
- School postal code (7)
- (8) Race (optional)
- (9) ESE status (optional)

#### SCSB 2019-74 (REVISED/RENEWAL)

ii. Data provided by <u>FDOE-Educational Organization</u> is, by federal and state law, confidential and shall be used only for the purposes authorized herein. Under no circumstances shall records and reports be released by <u>FDOE-Educational Organization</u> to any party unless such release is in strict accordance with the provisions, and to the entities identified in, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and chapter 119 and sections 1002.22 and 1002.221, Florida Statutes. UChicago Impact acknowledges its separate obligations in accordance with the requirements of these provisions by establishing duties of confidentiality, privacy, and nondisclosure.

iii. Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only UChicago Impact staff and agents necessary for administration of the survey will have access to student identifiers during administration. Deliberate or accidental misuse of information may result in loss of access, disciplinary action, or dismissal or prosecution under the scope of all applicable federal and state laws and regulations.



#### SCSB 2019-74 (REVISED/RENEWAL)

and regulations. All persons who gain access to information from FDOE in any form must-adhere to the following provisions.

- iv. iv. UChicago Impact may not, and must ensure that no other individuals:
  - (1) Share unit record data with any other individual or organization without the express written consent of FDOE, except that data may be shared with SCSD in accordance with lawEducational Organization;
  - (2) Use data for any purpose other than that stated herein;
  - (3) Allow any unauthorized use of information provided or generated.
  - (4) <u>Publically Publicly</u> disseminate reports containing identifiable data or aggregate cell sizes of less than 10 individuals. (Reports must mask these cells so that results are not revealed.)
- v. In compliance with Florida's public records laws, UChicago Impact shall:
- v. UChicago Impact is required to comply with the Florida Public Records Law, chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically, as concerning Educational Organization:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by FDOE in order Educational Organization to perform the service;
  - (2) Provide the public with access to public records on the same terms and conditions that FDOE would provide the records and Upon request from Educational Organization's custodian of public records, provide Educational Organization 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 chapter 119, Florida Statutes or as otherwise provided by law;
  - (3) Ensure that public records that 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 Educational Organization; and
  - (4) Meet all requirements for retaining public records and Upon completion of the contract. transfer, at no cost, to FDOE Educational Organization all public records in its possession upon termination of the contract and possession of UChicago Impact or keep and maintain public records, required by Educational Organization to perform the service. If UChicago Impact shall transfer all public records to Educational Organization upon completion of the contract, UChicago Impact shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UChicago Impact keeps and maintains public records upon completion of the contract, UChicago Impact shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FDOE Educational Organization, upon request of Educational Organization's custodian of public records, in a format that is compatible with the information technology systems of FDOEEducational Organization.
  - (5) IF UCHICAGO IMPACT HAS QUESTIONS REGARDING THE
    APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
    THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
    RELATING TO THE CONTRACT, CONTACT THE

# SCSB 2019-74 (REVISED/RENEWAL) CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.

vi. vi. Survey responses will not be traceable to the individual providing the response.



#### SCSB 2019-74 (REVISED/RENEWAL)

B. Survey Coordinators

In addition to the principal, each school may designate a coordinator to assist with facilitation of the survey. The principal and coordinator will receive a short manual detailing their roles and responsibilities for survey administration.

C. Student Survey Administration

Students will login to their survey using a district/school assigned student ID and their birth date. Students have the right to omit responses to any question. The survey will be available to students in grades 4-12.

D. Teacher Survey Administration

Teachers will access the survey using a randomly assigned <u>usemame username</u> and password issued by the <u>SEssentials-5Essentials</u> Online Administration Tool. The survey will be available to all pre-kindergarten to high school teachers. Teachers have the right to omit responses to any question.

E. Parent Survey Administration

Parents will select for which school they are responding and enter basic demographic information before entering the survey. Parents have the right to omit responses to any question.

F. Response Rate Monitoring

The 5Essentials Survey Administration Tool will provide weekly response rate updates to SCSDEducational Organization, district/charter administrators, principals and survey coordinators. The Tool will also allow users to check response rates at any time.

- i. To receive teacher data, schools must have at least 50% of teachers start the survey and have at least eight (8) valid respondents per item.
- ii. To receive student data, schools must have at least 50% of students start the survey and have at least 10 valid respondents per item.
- iii. To receive supplemental parent data, schools must have at least 20% of parents complete the survey

## Section 2. SEssentials 5Essentials Scoring

UChicago Impact will score survey data from SCSD-Educational Organization using a process developed at the University of Chicago Consortium on Chicago-School Research (UChicago Consortium). The 5Essentials Scoring process creates school-level scores that minimize error by removing, invalid responses using Rasch Analysis. 5Essentials Scoring allows school results to be compared from one year to the next and puts all schools within a particular grade level on the same scale, allowing schools with strengths and challenges to be identified.

#### Section 3. SEssentials 5Essentials School Reports

Schools receive a set of individualized, web-based reports that offer a comprehensive picture of school quality and provide a framework for understanding the hundred-plus survey questions. These reports include:

A. Performance on the 5Essentials, shown in color-coded, easy to read diagrams.

#### SCSB 2019-74 (REVISED/RENEWAL)

- B. B. Changes in school performance over time on individual Measures and Essentials.
- <u>C.</u> <u>C.</u> A one-year license to access their report online. Reports may be saved to PDF or printed at any time during that year. Upon renewal each year, schools will receive an additional year of access.

#### Section 4. Report Release

Reports will be available on a password protected basis to SCSD Educational Organization staff at the end of the 6-8-6-8 week scoring window. Access to the reports will be available to district administrators and principals prior to a broader release. Reports will be made publically publicly available upon request; the final release date will be determined by SCSD Educational Organization. The web address provided for reports will be florida.5-essentials.org/www.5-essentials.org/florida.



## **EXHIBIT B**

## Materials and Service-

Pricing Services

Component	Unit Price	Units 1	Annual Price
5Essentials	\$ <del>1548<u>1,548</u></del>	<u>87</u>	<del>\$12,38</del> 4 <u><b>\$1</b></u>
System(unit is-		,Å	<u>0.836</u>
equivalent of one-			
"school"):_Includes:			
<u> 5 Essentials 5 Essentials Organizing Schools for</u>	<u>, 1</u>		
Improvement Surveys	4000	l Africa N	
o 5Essentials Teacher Survey for all grade PK-12 teachers			
o SEssentials Student Survey for all grade 4-12 students		W.	
e Data on five essentials, 22 measures, and over	( C T T T T T T T T T T T T T T T T T T		
150 questions tested through 20 years of research			<i>\$</i> °
at the University of Chicago.			
e-Measures predictive of student and  school outcomes.		. 197 I	
school outcomes, o-			
Access to additional question and measure banks. <sup>2</sup> Online survey administration by its formula all.		4	
<ul> <li>Online survey administration built for schools.</li> <li>5 Essentials 5 Essentials Scoring</li> </ul>			1
	100 mg	1	
o <u>linvalid Lazy</u> respondent algorithm to remove intentionally or unintentionally inappropriate	A P		
responses <del>, o .</del>			
© Predictive of school improvement changes, o	ľ		
o 6-8 week turnaround time.			
■ 5 Essentials 5 Essentials Reports			ĺ
<ul> <li>o o-Online reporting system for each school-achieving.</li> </ul>			
50% response rate from teachers and/or students, o Online reporting			
system for each school achieving			
20% response rate from parents o-Trends beginning in the		]	
second year of.		ļ	
implementation.			
Downloadable and printable reports.		ļ.	
e-1-year license for principals and administrators, e.			
Public access upon request.	THE PROPERTY OF THE PROPERTY O		
<u> 5Essentials Data</u>			
<ul> <li>Essentials and measures school-level data file.</li> </ul>			
<ul> <li>Survey question responses school-level data file.</li> </ul>			
Supplemental Parent Survey for all grade PK-12 parents	\$200	<u>87</u>	<del>SI,600<u>\$1,</u> 400</del>
SEssentials 5Essentials System Subtotal			
Total Total 3			\$13,984 <u>\$1</u>
			2,236

<sup>1</sup> A unit is equivalent to one school.



The addition of supplemental measures is embedded into the cost for the 5Essentials System; however, any questions added beyond supplemental content will result in a fee to cover programming, scoring and reporting costs.

3 Final pricing will be determined by actual number of units delivered (training sessions, schools, etc.)

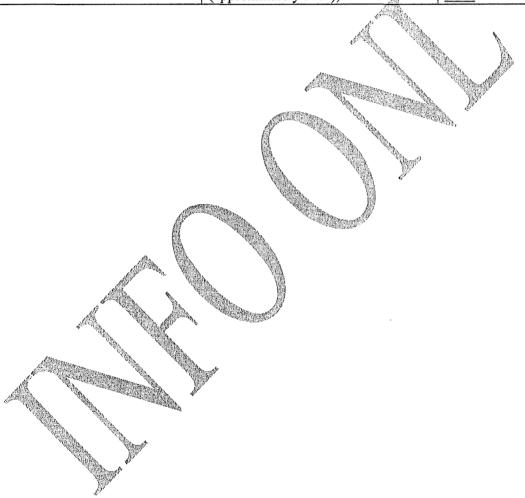
# EXHIBIT C Timeline

Service Desc	eription	imeline
Logistics SCSD November 1	per 22, 2016	en e
will will		
submit a signed		
signed: contract		
to-		A
UChicago .		
Impact		
and email a copy to		
FDOE.		
Logistics	FDOE-Educational Organization will	December 19,
	submit a signed contract to UChicago	2016 November 2,
	Impact.	2018
	The Educational Organization personnel will	
	supply school, staff and student rosters to	November 20, 2010
	UChicago Impact with school rosters and verify	November 30, 2018
	rosters for accuracy.	
	Two Project Managers (one from UChicago	
	Impact and one from PDOEthe Florida	
	Department of Education) will serve as the main	
	contact for the duration of the 5Essentials	
	Survey Implementation.	
	UChicago Impact will clean school rosters AND provide	January 2017
	principals and designated survey coordinators with online	
SE SEcontials Com	access to their rosters for verification purposes.	Ionuant 24 D-1
5E-5Essentials Survey Administration	UChicago Impact will administer the survey to participating Educational	January <del>24-February</del> <del>2422-February 22,-</del>
Administration	Organization schools.	2017 2019
5E-	UChicago Impact will analyze and score student,	February 27-April
Scoring 5 Essentials	teacher and parent surveys.	2125-April 19,-
Analysis		2017 2019
5E/5Essentials	UChicago Impact will provide SCSD and its-	Week of April
Reporting	participating schools, Educational Organization	<del>2422, 2017</del> 2019
The state of the s	with access to the survey reports, a summary	
The state of the s	analysis, and school-level data files.	

# **EXHIBIT D Invoicing**

UChicago Impact will invoice <u>SCSD-Educational Organization</u> based upon key milestones, as depicted in the table below.

Key Milestone	Amount Due	Approximate Timing
Opening of the Survey	25% of projected total contract value	January 24, 2017 Fall 2018
Window Execution of Contract		
Close of the Survey Window	25% of projected total contract value	February 2422, 2017 2019
Final Report Delivery	Remaining contract balance	Week of April 2422, 2017
	(approximately 50%))	2019



# **EXHIBIT E Participating Schools**

The following schools from Suwannee County School District are participating in the 2016-17-5 Essentials 2018-19 5 Essentials survey.

610089Branford Elementary School610091Branford High School610011Suwannee Primary School610060Suwannee Elementary School610042Suwannee Intermediate School610051Suwannee Middle School610043Suwannee High SchoolRIVEROAK Technical College	School ID	Sch	iool Name	
610011Suwannee Primary School610060Suwannee Elementary School610042Suwannee Intermediate School610051Suwannee Middle School610043Suwannee High School	<u>610089</u>	Branford Elementary School		
610060Suwannee Elementary School610042Suwannee Intermediate School610051Suwannee Middle School610043Suwannee High School	<u>610091</u>	Branford High School	Á	N.
610042Suwannee Intermediate School610051Suwannee Middle School610043Suwannee High School	<u>610011</u>	Suwannee Primary School	<b>√</b> □4( <b>1</b> )	Mary W
610051Suwannee Middle School610043Suwannee High School	<u>610060</u>	Suwannee Elementary School		
610043 Suwannee High School	<u>610042</u>	Suwannee Intermediate School	A	
V V86 3838. V	<u>610051</u>	Suwannee Middle School	A Particological Control of the Cont	
RIVEROAK Technical College	<u>610043</u>	Suwannee High School		N. Comments
		RIVEROAK Technical College		

The following schools from [ORG FULL NAME] are participating in the 2016-17 5Essentials survey contingent upon receiving a School Improvement Grant 1003(g) in Cohort 4 (SIG4). If SCSD does not receive a SIG4 award, the contract for those schools listed below ONLY will be voided.

Note: Only districts that submitted a SIG4 proposal may complete this section of Exhibit E.

	490 00000000000000000000000000000000000	7901922244 (237	
School ID		School Name	
			\$P\$ 14 15 14 15 14 15 14 15 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16
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生物疾病症 化	an en en a <b>ve</b>		学业109日对农业方面实践。
			。如何是大家的 <b>是</b>

#### **EXHIBIT-F**

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 IMUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DEPRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386 647 4609, VICKIE DEPRITTER SULVANNEE K12.FL, US. OR 702 2nd ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section-119.070 l(l)(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.

# **INFO ONLY**

#### SCSB 2019-74 (REVISED/RENEWAL)

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 119.070 l(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).



# **INFO ONLY**

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Comparison Time	2.20 seconds	
compareDocs version	v4.2.300.9	

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# SCHOOL DISTRICT OF SUWANNEE COUNTY

# STUDENT CARE ATTENDANT

# JOB DESCRIPTION

#### **QUALIFICATIONS:**

- (1) High school diploma or equivalent.
- (2) Training (or willingness to participate in training) in working with students with disabilities.
- (3) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge and understanding of students with moderate, profound, and/or physical disabilities. Ability to apply knowledge to group and individual situations. Ability to listen and follow oral and written directions. Demonstrate effective oral and written communication skills. Possess basic mathematics skills. Ability to establish and maintain positive working relationships with others. Ability to work as a team member. Willing to learn the unique educational and/or personal needs to assist an individual student. Ability to maintain confidentiality.

#### **REPORTS TO:**

Teacher/Principal/Administrator's Designee

#### **JOB GOAL**

To assist the teacher(s) in providing a well-organized, smoothly functioning environment in which students with moderate, profound, and/or physical disabilities can take full advantage of the instructional program and available resources.

#### **SUPERVISES:**

N/A

#### PERFORMANCE RESPONSIBILITIES:

#### Planning/Preparations

- \*(1) Assist teacher in planning and implementing group and individual activities for students.
- \*(2) Follow instructions of therapists and health professionals to provide services to students including positioning, feeding, tube-feeding, suctioning, catheterization, and communication, as required.
- \*(3) Assist students in maintenance of personal hygiene, such as grooming, toileting, and cleanliness, as required.
- \*(4) Transport students within the school setting, as required.

#### STUDENT CARE ATTENDANT (Continued)

#### Administrative/Management

- (5) Provide assistance with classroom tasks to individual students, both regular education and special education students.
- (6) Adhere to specific emergency procedures designed for the classroom and prepare to assume assigned role.
- (7) Practice prescribed infection control procedures.
- (8) Maintain strict confidentiality of student data and records.

#### **Intervention/Direct Services**

- (9) Provide assistance with student's behavior management plan as stated in student's IEP.
- (10) Prepare student's lunches if required by special dietary, health, or physical needs.
- (11) Assist in maintaining an attractive and orderly environment.
- (12) Supervise students inside and outside, including, but not limited to, classroom activities, cafeteria, field trips, and bus loading and unloading.

#### Collaboration

(13) Assist in communications with parents as directed by teacher.

#### Systemic Function

(14) Appear before the Board as needed.

#### **Professional Responsibilities**

- (15) Assist teacher with preparation of materials and equipment.
- (16) Assist teacher with record-keeping, reporting, filing, and other clerical duties.
- (17) Assist teacher with assessment of student progress.
- (18) Administer medication to students in compliance with District policies.
- (19) Provide appropriate modifications needed as specified on student's IEP.
- (20) Accompany student to classroom, activities, and other areas, if assigned, to serve the student's unique educational and/or personal needs.
- (21) Perform housekeeping duties as directed.
- (22) Perform other incidental tasks consistent with the goals and objectives of this position.
- (23) Model and maintain high ethical standards.
- (24) Follow attendance, punctuality, and other qualities of an appropriate work ethic.
- (25) Shall assume additional responsibilities as assigned by the Superintendent.

#### 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.

\*Essential Performance Responsibilities

NEW: 10/23/2018

# SCHOOL DISTRICT OF SUWANNEE COUNTY

# **CNA/STUDENT CARE ASSISTANT**

# JOB DESCRIPTION

#### **QUALIFICATIONS:**

- (1) High school diploma or equivalent.
- (2) Valid CNA License and current First Aid and CPR certification.
- (3) Training (or willingness to participate in training) in working with students with disabilities.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge and understanding of students with moderate, profound, and/or physical disabilities. Ability to apply knowledge to group and individual situations. Ability to listen and follow oral and written directions. Demonstrate effective oral and written communication skills. Possess basic mathematics skills. Ability to establish and maintain positive working relationships with others. Ability to work as a team member. Willing to learn the unique educational and/or personal needs to assist an individual student. Ability to maintain confidentiality.

#### **REPORTS TO:**

Teacher/Principal/Administrator's Designee

#### **JOB GOAL**

To assist the teacher(s) in providing a well-organized, smoothly functioning environment in which students with moderate, profound, and/or physical disabilities can take full advantage of the instructional program and available resources.

#### **SUPERVISES:**

N/A

#### PERFORMANCE RESPONSIBILITIES:

#### **Planning/Preparations**

- \*(1) Assist teacher in planning and implementing group and individual activities for students.
- \*(2) Follow instructions of therapists and health professionals to provide services to students including positioning, feeding, tube-feeding, suctioning, catheterization, and communication, as required.
- \*(3) Assist students in maintenance of personal hygiene, such as grooming, toileting, and cleanliness, as required.
- \*(4) Transport students within the school setting, as required.

#### **CNA/STUDENT CARE ASSISTANT (Continued)**

#### Administrative/Management

- (5) Adhere to specific emergency procedures designed for the classroom and prepare to assume assigned role.
- (6) Practice prescribed infection control procedures.
- (7) Maintain strict confidentiality of student data and records.

#### **Intervention/Direct Services**

- (8) Provide assistance with student's behavior management plan as stated in student's IEP.
- (9) Prepare student's lunches if required by special dietary, health, or physical needs.
- (10) Assist in maintaining an attractive and orderly environment.
- (11) Supervise students inside and outside, including, but not limited to, classroom activities, cafeteria, field trips, and bus loading and unloading.

#### **Collaboration**

(12) Assist in communications with parents as directed by teacher.

#### **Systemic Function**

(13) Appear before the Board as needed.

#### **Professional Responsibilities**

- (14) Administer medication to students in compliance with District policies.
- (15) Provide appropriate modifications needed as specified on student's IEP.
- (16) Accompany student to classroom, activities, and other areas, if assigned, to serve the student's unique educational and/or personal needs.
- (17) Perform housekeeping duties as directed.
- (18) Perform other incidental tasks consistent with the goals and objectives of this position.
- (19) Model and maintain high ethical standards.
- (20) Follow attendance, punctuality, and other qualities of an appropriate work ethic.
- (21) Shall assume additional responsibilities as assigned by the Superintendent.

#### 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.

\*Essential Performance Responsibilities

NEW: 10/23/2018

# 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

**DATE:** 

October 1, 2018

RE:

Personnel Changes List for October 23, 2018 Regular Meeting

#### **RECOMMENDATION:**

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

#### SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes October 23, 2018

TO: FROM:

District School Board of Suyannee County

Ted L. Roush, Superintendent of Schools

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

## **RECOMMENDATIONS 2018-2019 SCHOOL YEAR:**

#### RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

#### Suwannee Middle School:

Kimberly Dortch, Custodian, effective September 28, 2018

#### Transportation:

Jerell Anderson, Bus Driver, effective September 27, 2018 Mary Mais, Bus Driver, effective October 8, 2018

#### **TERMINATION:**

#### Transportation:

Randie Goetzman, Crossing Guard, effective September 28, 2018

#### LEAVE OF ABSENCE (MATERNITY LEAVE):

#### Branford Elementary School:

Jessica Wagner, Teacher, tentatively November 27, 2018 through January 11, 2019, without pay, with the option of returning sooner if released by the doctor.

#### Branford High School:

Michele Roundtree, Teacher, tentatively November 5, 2018 through December 20, 2018, without pay, with the option of returning sooner if released by the doctor.

#### RIVEROAK Technical College:

Traci Thompson, Teacher, tentatively July 13, 2018, through January 2, 2018, without pay, using days as needed for insurance, with the option of returning sooner. (Revised from 7/24/18 Personnel Changes)

#### Suwannee Primary School:

Brittany Broughton, Teacher, February 6, 2019 through April 22, 2019, without pay, with the option of returning sooner if released by the doctor.

Courtney Goodin, Teacher, September 24, 2018 through November 5, 2018, without pay, with the option of returning sooner if released by the doctor.

Charis Parker, Teacher, January 7, 2019 through April 23, 2019, without pay, with the option of returning sooner if released by the doctor.

#### **MISCELLANEOUS:**

Hospital Homebound:

The following to work as teachers in the Hospital Homebound Program District wide:

Amy Allen

Frank Allen

Patricia Brantley

Cristina Herrington

Cindi Hiers

Nancy Nielsen

#### RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Lisa Fortner, 8 hour Food Service Worker, effective October 1, 2018

REPLACES: Lisa Fralick

Suwannee Elementary School:

Renee Perivolaris, 8 hour Food Service Worker, effective September 19, 2018

REPLACES: Yamile Gafas

Marilin Gonzalez-Santos, 6 hour Food Service Worker, effective October 15, 2018

REPLACES: Irina Hutchenson

**Transportation:** 

Heather Land, Bus Driver, effective September 20, 2018

REPLACES: Donna Cassan

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

Suwannee Elementary School:

Cheryl Ann Jackson, Media Clerk, August 14, 2018, August 21st through August 31, 2018, and September 27, 2018, for a total of 74.25 hours.

#### **LEAVE OF ABSENCE (MATERNITY LEAVE):**

Suwannee Primary School:

Vanessa Isidro, Paraprofessional, November 16, 2018 through February 11, 2019, without pay, with the option of returning sooner if released by the doctor.

#### **SUPPLEMENTARY:**

NAME POSITION
Tommy Brett Girls' Socce
Rebecca Carter Reading Co

Girls' Soccer Coach Reading Coach/Endorsement SMS SES

**LOCATION** 

Kelly Davidson
Misty Ward

Kelly Davidson

Auxiliary Guard Sponsor

Girls' Weightlifting Coach

BHS BHS

#### **SUBSTITUTES:**

The following to serve as Substitute Bus Attendants:

Tiana Cartwright Heather Sykes Robert Frayer Misty Whitt Lyndze Jandle Shatone West Christina Powell

#### **VOLUNTEERS:**

Lilia Acebron
Candace Adams
Charles Adams
Mary Alford
Angel Alford
Halley Allbritton
Alexis Allen
Mandy Allen
Christy Agrington

**Christy Arrington-Curl** 

Jacob Avery
Angela Baker
Summer Bales
Erika Barga
William Barker
Dusty Barlow
Janet Barnes
Janet Barnett
Yemeioys Barrios
Amanda Bartley Ramirez

Bonnie Bass Justin Bates Ashley Batton Charles Bean Tiffany Beauford Benjamin Bell Gale Bell Carol Bent Victoria Bilodeau Sandra Bonds

Rodney Boone

Savannah Boone

Brandi Bowers
Shannon Brady
Billy Brannan
Patrick Bromwell
Sherri Bromwell
David Brothers
Andy Brown
Patricia Brown
Sheena Brown
Hank Broxey

Karen Bush Kimshawandra Butler

Barton Byrd Megan Carlton Ashley Carner Brittany Carter Jodi Carter

Jasmine Burns

Stephanie Busch Fallon Bush Cathy Carver
Daniel Carver
Ian Cashmore
Mary Caskins
Corinne Chaney
Ragan Chauncey
Shana Cheney
Andrea Cheshire
Deborah Christensen
Brittany Christie

Danielle Christie

Vicki Clark Antoinette Clayton Teresa Clayton Tony Clayton Jr. Novia Cobin Agua Cofield Rick Collins Teresa Colvin Ryan Combee Tracy Combee Dawn Conley Holly Conway Tammie Cook Breanna Copeland Dennis Copeland Lisa Copeland William Copeland Joan Corbett

Brandice Corbin

Michael Corbin

Lisa Corbin

Crystal Cox

Elisha Smith Crawford
Leslie Creeley
Christine Cribbs
Kathie Crisp
Heather Croft
Justin Curl
Kierston Daniels
Kelli Daughtry-Roberts
Crystal Davenport
Amanda Davis
Andrea Davis

Andrea Davis
Annah Davis
Desiree Davis
Jasmine Davis
Erin Deadwyler
Sabrina DeLavega
Alica Delegal
Ana Delgado

Michelle Dempsey Geraldno Denkins James Depoe Rachel Derringer Alvin Dicks Janice Dicks Colleen Downs Amanda Drake Haile Dubose John Dukes Terica Dukes Brittany Durham Tia Eddy Sharill Edwards

Sharill Edwards Tammy Eisel Casey Estep Kaylee Estevez Elaline Estrada Belinda Federick Chad Fezatte Pamela Fezatte Derrick Fleming Shawn Forrester Juanice Fralick Holley Garner Colleen Gartner Teresa Gay Lacey Geiger Joshua Gerhauser Melanie Gerhauser

Melanie Gerhauser Jeri Giddens Lisa Gill Cathy Glass Esmeralda Gonzalez

Angela Gordie
Shelley Grantham
Jennifer Greene
Jerod Gregory
Mary Gresham
Robert Griffith
Sarah Grillo
Rochell Gross
Stephanie Gulbert
Kristie Gunia
Yesenia Gutierret
Brenda Haefeker

Tori Hall

Savanna Hamlin Duane Hampton Ruth Hampton Joseph Harmon

**Edward Harris** Gracelynn Harris Robin Harris Allison Hartness Sheilanir Hassan Jennifer Hayes Emily Hendrickson Megan Henry Debbie Hernandez Jillian Herron Kavla Hettier Kelli Hicks Lisa Hicks Kalie Hingson Raymond Hodge Breanna Hofstetter Felicia Holder Wavne Holder Kelly Hollingsworth Gavlia Howard Tesha Howard James Howze Sharon Hudson Hannah Hurst Jennifer Hutchins Sara Ison Mamie Jackson Raven Jacobs Geraldine Jenkins Jessica Jessop

Sandra Jimenez Kristen Jodrey Amy Johnson Marian Johnson Victoria Johnson Anthonette Jones Caleb Jones Katherine Jones Roxanne Kandaseski

Teva Kelley John Kerry Amanda King Lura Kinney Ashley Kirby Cheri Kirkland Kevin Knighton Vera Knighton Keri Koehn MaryLou Kohn Sean Kolovitz Keni Koon Laura Koon Desare Kroese

Peter Kurman Angela Lachance Ramona Land Tessa Land

Amy Lang **Brian Lang** Sandra Lang Brianna Lanier Hali Lanier Lacey Lashley Patricia Lawhorn **David Laxton** Jacalyn Lester Jamie Lewis

Jennifer Lewis Shatae Lewis Autumn Lokan Niki Loreniatos Olga Lugo-Knott Bethany Lusk Samantha Macv

Nancy Mann

Alicia Martin Machaelnisha Martin Ruby Martin

Shurrie Mansfield

Maria Martinez Regina Marvin Nita Mathis **Shirley Mattingly** Kelli May

Amity McCall Taylor McCathern Grace McClendon

Shawn McEntire Kristin McIntosh

Susan McMillan Kacy McQuay Rhonda Megargel Shelly Mendez Isabel Mendoza Kenneth Michal Flint Miller Melissa Miller

Hunter Morgan Cara Morris Christopher Morris

Katie Mims

Tara Mott Victor Munzo Marissa Murdock Jennifer Napier

Shawanda Nelson-Bowles

Katelynn Neveils

Stephanie Newman-Kirby

Martha Nix Miranda Nobles Karen-Ann Norton

Rachel Obrien Julia Oliva April Olive Kelly Onuska Shannon Osgood Tammie Osteen Teresa Owens Ashley Oxendine **Emily Peacock** Jerri Pecanha-webb Marita Pendland Carshena Perkins Megan Peters

Helen Peterson Thomas Peterson **Doris Pierce** Ronnie Plummer Breanna Pollett Jennifer Ponder Diana Potter Cristan Poucher Jennifer Poucher Rebecca Prescott Samantha Price **Matthew Prince** Courtney Provau Katherine Quarles Jeffrey Ragans

Dionne Ramirez-Hernandez

Ashlev Ramser Lindsey Ramsey Kerri Ratliff Linda Ray Robyn Resendiz Maria Richard Jeff Riggins Jamie Riggs Laurie Rivera Erin Roberts Jamie Roberts Jenni Roberts

Lexie Ragans

Kevin Roberts Courtney Robinson Lacey Rodriguez Yanet Rodriguez William Rogers Rebecca Ross

Susan Roush Tiffany Sagraves Stephanie Sanchez **Destiny Shepherd** Lara Shepherd Gloria Simmons Rachelle Simmons Rebecca Singleton Brittany Slane Holly Smith Jessica Smith Wilonia Smith Krystina Snider Cara Soride Victoria St. John Casandra Stephens Geles Stephens William Stetz Casey Story Melissa Strandridge Donna Suggs Kasee Suggs Emilia Swanson Richard Swanson Latya Talbert Angela Tanner Alexis Teco

Donna Terry Asha Thakor Harsha Thakor Sonal Thakor Cricket Thomas Tahisha Thomas Alice Thompson Aliesha Thompson Rhonda Tillman Richard Tillman Alicia Touchton Loi Tran **Brittany Turner** Andrew Tuten Meghan Tuten Mirta Valenzuela Jayson Vargas Jeremy Vasquez Gildardo Velazquez Yuleidys Vlloa Joyce Voght Rachael Wainscott Tiffany Walker Ashley Ward

Mary Ward

Dennis Watson

Quintilla Watson

Alice Wenig Tina West Angela Wheeler Shekedra Wheeler Ashley Whitener Cori Williams Latoria Williams Margaret Williams Nicole Williams Paul Williams Travis Williams Gary Willis Karen Willis Coty Wiltgen K Wiltgen Melissa Woodrum Lisa Wootters Kevin Wright Kristen Wright Samantha Wright Randall Young Tiffany Young Amanda Younker Armando Zarate

End of List 2018-2019 School Year