

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
December 14, 2021

AGENDA

Call to Order –5:55 p.m.

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

#4.09 Athletics

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
December 14, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Riverside Elementary.

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 7-21)

November 16, 2021 - Workshop Session
 - Reorganization Meeting
 - Public Hearing
 - Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for November 2021.
3. The Superintendent presents the following bills for the period November 1-30, 2021:

General Checking Account

General Fund 1000	\$ 634,919.47
LCI Fund 3200	48,767.66
Food Service Fund 4100	91,177.03
Federal Fund 4200	36,223.49
Other Cares Act Relief Fund 4420	14,167.96
ESSER II Fund 4430	<u>65,947.20</u>
	\$ 891,202.81

Payroll Checking Account

General Fund 1000	\$ 3,725,001.20
Food Service Fund 4100	154,498.84
Federal Fund 4200	344,748.94
Other Cares Act Relief Fund 4420	511.71
ESSER II Fund 4430	<u>93,240.92</u>
	\$ 4,318,001.61

<u>Total</u>	\$ 5,209,204.42
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4. The Superintendent recommends approval of the following budget amendments for fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-5	III-5	IV-5 (Federal)
		IV-3 (Food Service)
		IV-4 (Other Cares)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated December 14, 2021. (pg. 22)
6. The Superintendent recommends approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
BHS (Baseball/Softball Batting Cages)	Cash Donation (\$1,000)	Lafayette State Bank
BHS (Baseball/Softball Batting Cages)	Cash Donation (\$1,000)	Samuel and Karen Odom
BHS (Baseball/Softball Batting Cages)	Cash Donation (\$1,000)	Tri County Metals
BHS (Girls Weightlifting)	Cash Donation (\$1,500)	Branford Parts City

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

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Lisa Dorris	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Leona Ash	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Georgia Chancey	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Jenna Chancey	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Cindy Johnson	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Katrina Johnson	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Wendy Jones	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Rebecca Kirby	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Melanie Rickett	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Dawn Shearer	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Edith Underwood	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Julie Verdegem	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Amelia Warner	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX
Carol Warner	Food Service	01/14-18/2022	Annual School Nutrition Conf.	San Antonio, TX

8. The Superintendent recommends approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation. .

District Reassignment:

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>TO</u>	<u>FROM</u>	<u>GRADE</u>
Taylor	Steele	Suwannee	Lafayette	1

9. Expulsions

- a. **Case #2021-2022-20:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. *(Final Action)*
- b. **Case #2021-2022-21:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. *(Final Action)*
- c. **Case #2021-2022-22:** The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated November 10, 2021, for placement of the student in Community Based Instruction, in lieu of expulsion. *(Final Action)*
- d. **Case #2021-2022-23:** The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated November 8, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. *(Final Action)*
- e. **Case #2021-2022-25:** The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated November 15, 2021, for placement of the student in Community Based Instruction, in lieu of expulsion. *(Final Action)*

10. Human Resources Transactions (pgs. 23-28)

REGULAR AGENDA

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

#4.09 Athletics

2. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#3.06 Safe and Secure Schools (*Revised*) (pgs. 29-37)

#8.061 Safe School Officer (*New*) (pgs. 38-39)

3. The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2021.
4. The Superintendent recommends approval of the following contract/agreement for the 2021-2022 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-95 ESS Southeast, LLC Substitute Staff Placement Agreement
between ESS Southeast, LLC and the Suwannee County School
District (*New*) (pgs. 40-52)

5. The Superintendent recommends approval of the following personnel item for the 2021-2022 school year:

a. Overlap two contracts for the Chief Financial Officer position, in Finance/Administration. (Note: The overlap will be for approximately 36 months and will end December 31, 2024.)

6. The Superintendent recommends approval of District participation in the 2022 *Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for March 31-April 2, 2022, in the amount of \$2,000.

7. The Superintendent recommends approval to award the following bid (*New*):

#22-201 Dump Trailer (bid tabulation results will be provided at Board meeting)

8. Comments from Student Ambassadors

9. Legal Counsel's Report

10. Superintendent's Report

11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
November 16, 2021

MINUTES

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

Administrators and others present: Jennifer Barrs, Jennifer Beach, Walter Boatright, Amy Boggus, Marsha Brown, Ethan Butts, Lisa Dorris, Janene Fitzpatrick (arrived at 1:23 p.m.), Ronnie Gray (arrived at 10:11 a.m.), Malcolm Hines (arrived at 10:51 a.m.), Michele Howard (arrived at 10:12 a.m.), Mary Keen, UTSC President Eric Rodriguez, Angie Stuckey, Marsha Tedder (arrived at 10:18 a.m.), Kelly Waters, Jimmy Wilkerson, Josh Williams, and Laura Williams. Dan McLaughlin, Kim Carter, and Doug Snyder, representing ESS; and Heather Bell and Andrew Marcoe, representing Enterprise Fleet Division, were also present.

Chairman Alcorn called the meeting to order at 10:01 a.m., and led the pledge.

Human Resources Department Update Walter Boatright
• ESS Contract (Dan McLaughlin, Kim Carter, and Doug Snyder)

Mr. Boatright introduced Mr. McLaughlin, who gave a PowerPoint presentation, along with ESS representatives Kim Carter and Doug Snyder.

White Fleet Presentation..... Ted Roush
• Heather Bell, Enterprise Fleet Division

Mr. Roush introduced representatives of Enterprise Fleet Division, Heather Bell and Andrew Marcoe, who gave a PowerPoint presentation. It was the consensus of the Board that the Superintendent will contact the Transportation Department to gather additional information regarding our white fleet and report back to the Board at a later date.

Career, Technical, and Adult Education Mary Keen
Department Update

Ms. Keen provided updates on the following items:

- Proposed aviation program at RIVEROAK Technical College.
- Proposed HVAC program in evening starting in the fall, as well as looking into offering other industrial programs, such as plumbing.
- Awaiting word on the awarding of open door grant to support students' tuition/fees.
- Conducting comprehensive local needs assessment.
- DOE Quality Education visit coming in March 2022.
- Invited Board members to capping ceremony for the Practical Nurse Education Program on December 16.

The workshop recessed at 11:41 a.m. for lunch and resumed at 12:46 p.m.

Transportation Department Update Jimmy Wilkerson

Dr. Wilkerson provided an update and PowerPoint presentation regarding department concerns and issues surrounding the shortage of bus drivers. Mr. Roush advised that this item would be on the agenda for the Board Workshop in December for further discussion.

Finance Department Update Vickie DePratter

Mrs. DePratter provided updates on the following items:

- Distributed an ARP Funds Plan handout and provided an update on the completion of the ARP funding application.
- The District recently closed on the Dr. Heinking building. She distributed the October 21, 2021, MD Live Utilization Report, indicating that the use of MD Live is heavily used by District employees and their dependents. The consensus of the Board was to continue research in utilizing the building as a clinic, and bring a proposal back to the Board on the different tiered options that would be available for employees.

Mr. Roush stated that Marsha Brown, Assistant Chief Financial Officer, has recently graduated from the Institute of Florida School Finance and was elected as the District 1 Director of Florida School Finance Officers Association, Inc. (FSFOA). He asked the Board to consider letting him bring an employment contract to them in January 2022, which would allow Mrs. DePratter to remain a part of the District for up to 36 months; she would continue to serve as the Chief Negotiator with the Union, as well. Discussion followed. It was consensus of the Board to proceed as discussed.

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

- Mrs. Barrs discussed the proposed Contract #2022-91 Data Sharing Agreement.
- Mrs. Barrs and Mr. Williams discussed a Data Privacy Agreement. Mr. Williams advised there is a need to have the ability to sign these agreements with companies that teachers are utilizing, and periodically bring the Board a list of the companies that the District has been utilizing. Mrs. Barrs plans to place this item on the Board's December Workshop agenda for further discussion.

Assistant Superintendent of.....Malcolm Hines
Administration Department Update

Mr. Hines provided updates on the following policies:

- Policy #3.06, VIII. C., regarding the School Safety Specialist (Revised)
- Policy #8.061, regarding Safe School Officers (New)

Mr. Hines distributed and discussed a draft Request for Proposal and Contract, Nonprofit School Food Service, Food Service Management Company. He plans to submit this draft to the Florida Department of Education.

Superintendent Update Ted Roush

Mr. Roush provided updates on the following items:

- Advised of the need for an Executive Session after the Board Workshop today.
- Mr. Dietzen was tending to family medical issues and apologizes for his absence.
- Requested Mr. Williams to address IT security/multi-factor authentication issues as it relates to cyber insurance.
- Ethan Butts is working with the City of Live Oak to get our blinking lights at crosswalks updated.
- Requested the Board's input regarding the District Vision and District Mission statements.
- Distributed and discussed Board Policy #2.05, Board Meetings, which addresses workshops, special meetings, regular meetings, etc.
- Distributed and discussed the 2021-2022 Budget and Trim Calendar.

Miscellaneous

Mr. Taylor addressed a concern with Board Policy #2.05, Board Meetings, as it relates to citizen input. Section IV and Section VIII needs to be revised to reflect consistent language regarding the procedure/process for citizen input.

The workshop adjourned at 3:34 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REORGANIZATION MEETING
November 16, 2021

MINUTES

The Suwannee County School Board held a Reorganization Meeting on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Tim Alcorn, Norman Crawford, Ed daSilva, and Jerry Taylor, along with Superintendent Ted Roush, Secretary to the Superintendent/School Board Karen Lager, and Administrative Secretary Robinette Odom. School Board Member Ronald White was absent. Attorney Kayla Rady, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent. Marsha Brown, Assistant Chief Financial Officer, sat in for Chief Financial Officer Vickie DePratter, who was absent.

Superintendent Roush called the meeting to order at 5:30 p.m.

Superintendent Presiding

1. Election of School Board Officers to serve through November 2022.

Nomination by Mr. daSilva, second by Mr. Alcorn, for Mr. Taylor to serve as Chairman through November 2022. MOTION CARRIED UNANIMOUSLY

Nomination by Mr. Crawford, second by Mr. Alcorn, for Mr. daSilva to serve as Vice Chairman through November 2022. MOTION CARRIED UNANIMOUSLY

Chairman Presiding

2. Establishment of official meeting dates and times through November 2022.

MOTION by Mr. Alcorn, second by Mr. daSilva, to continue holding regular monthly Board meetings on the fourth Tuesday of each month at 6:00 p.m., at the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida, with the exception of February and October 2022 regular monthly Board meetings, which will be held at Branford High School, Branford, Florida. MOTION CARRIED UNANIMOUSLY

3. Selection of one School Board member to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District.

Nomination by Mr. Crawford, second by Mr. Alcorn, for Mr. daSilva to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District. MOTION CARRIED UNANIMOUSLY

4. Selection of one School Board Member to serve as the District's Hearing Officer (for expulsions), from November 16, 2021, through the November 2022, Board Reorganization Meeting.

Nomination by Mr. Crawford, second by Mr. daSilva, for Mr. Alcorn to serve as the District's Hearing Officer (for expulsions), from November 16, 2021, through the November 2022, Board Reorganization Meeting. MOTION CARRIED UNANIMOUSLY

5. Selection of one School Board Member to serve as the District's Alternate Hearing Officer (for expulsions), from November 16, 2021, through the November 2022, Board Reorganization Meeting.

Nomination by Mr. daSilva, second by Mr. Alcorn, for Mr. Crawford to serve as the District's Alternate Hearing Officer (for expulsions), from November 16, 2021, through the November 2022, Board Reorganization Meeting. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 5:38 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
November 16, 2021

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Secretary to the Superintendent/School Board Karen Lager, and Administrative Secretary Robinette Odom. Attorney Kayla Rady, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent. Marsha Brown, Assistant Chief Financial Officer, sat in for Chief Financial Officer Vickie DePratter, who was absent.

School Resource Officer Slade Collins, UTSC President Eric Rodriguez, and Student Ambassadors Natalie Veal and Jake Wooley were also present.

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

Student remarks and pledge to the flag by the Suwannee High School Environmental Club.

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

➤ There was none.

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

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

Mr. White pulled Item #7 (donated items) for discussion purposes.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. Approval of the following Minutes: **(pgs. 7-29)**

- | | |
|------------------|--------------------------------------|
| October 12, 2021 | - Workshop Session |
| | - Special Meeting |
| October 26, 2021 | - Expulsion Issues Hearing (Private) |
| | - Public Hearing |
| | - Regular Meeting |

2. Approval of the monthly financial statement for October 2021.

3. The following bills for the period October 1-31, 2021:

General Checking Account

General Fund 1000	\$ 1,834,176.79
Spec Act Bonds Fund 2200	10,988.75
LCI Fund 3200	524,028.30
Food Service Fund 4100	267,167.81
Federal Fund 4200	255,012.18
Other Cares Act Relief Fund 4420	18,339.01
ESSER II Fund 4430	<u>12,646.45</u>
	\$ 2,922,359.29

Payroll Checking Account

General Fund 1000	\$ 3,194,533.66
Food Service Fund 4100	156,463.55
Federal Fund 4200	347,446.03
ESSER II Fund 4430	<u>94,787.87</u>
	\$ 3,793,231.11

<u>Total</u>	\$ 6,715,590.40
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4. Approval of the following budget amendments for fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-4	III-4	IV-2 (ESSER II) IV-4 (Federal) IV-3 (Other Cares)

5. Approval for disposal of property as per the attached Property Disposition Form dated November 16, 2021. (pg. 30)

6. Approval of the following contracts/agreements for the 2021-2022 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2022-92 Agreement between the Board of Regents of the University System of Georgia by and on behalf of Valdosta State University (through its Dewar College of Education and Human Services) and Suwannee County School Board (*Renewal*) (pgs. 31-35)
- #2022-93 Engagement Agreement between Rumberger, Kirk, and Caldwell P.A. and Suwannee County School District for legal services (Note: The original Engagement Agreement was reviewed and approved by legal counsel, Guy Norris, Columbia County School Board Attorney [at that time].) (*Renewal/Revised*) (pgs. 36-40)
- #2022-94 Career Pathways Articulation Agreement between North Florida College and District School Board of Suwannee County for Nursing Assisting/Program of Study: Medical Assisting; Early Childhood Education/Program of Study: Early Childhood Education; and Surgical Technology/Program of Study: Medical Assisting (*Renewal/Revised*) (pgs. 41-50)

7. Approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SMS (used for sports programs)	Sports Equipment (Value: \$11,685) (pg. 51)	Good Sports Inc. (Braintree, MA)

8. Expulsions

- a. **Case #2021-2022-06:** The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated October 28, 2021, for expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- b. **Case #2021-2022-14:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- c. **Case #2021-2022-15:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- d. **Case #2021-2022-16:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- e. **Case #2021-2022-17:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

9. Human Resources Transactions (pgs. 52-56)

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Janice Lazio, Teacher (Long Term Substitute), effective November 4, 2021

REPLACES: Monica Jackson

RIVEROAK Technical College:

Suzanne Wilson, Teacher, effective October 25, 2021

REPLACES: Susan Morgan

Suwannee Middle School:

Stephanie Wall, Teacher (Long Term Substitute) effective November 2, 2021

REPLACES: Stephanie Land

TERMINATION:

Suwannee High School:

Taylor Mingle, Teacher, effective November 8, 2021

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Riverside Elementary:

Kiara Davis, Teacher, effective November 1, 2021 through January 3, 2022

LEAVE OF ABSENCE: (MATERNITY):

Suwannee Riverside Elementary:

Abby Fleming, Teacher, effective February 4, 2022 through May 5, 2022

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Carlos Diaz	E-Sports Coach	Branford High School
Brooke Harrelson	Girls' Head Varsity Basketball Coach	Branford High School
Rodney Howard	Wrestling Coach	Suwannee High School
Laura Kinsel	Girls' Head JV Volleyball Coach	Suwannee High School
Katie Miller	Pharmacy Technician	RIVEROAK Technical College
Hanna Moreno	Department Head Chair	Suwannee Riverside Elementary
Tammy Neil	E-Sports Coach	Suwannee Middle School
Jenna Stratton	Patient Care Technician	RIVEROAK Technical College
Traci West	Surgical Technology	RIVEROAK Technical College
Eric Yount	Boys' Head Middle School Basketball Coach	Branford High School

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Information Technology:

Bruce Kinsey, Software Specialist, effective December 1, 2021

REPLACES: Natasha Pittman

Suwannee Opportunity School:

Christina Powell, Paraprofessional, effective November 3, 2021

REPLACES: Daycia Bandy

Christopher Ringlein, Security Officer, effective October 15, 2021

REPLACES: Nikolas Hurst

Suwannee Virtual School:

Naela Salazar, Administrative School Secretary, effective December 1, 2021

REPLACES: Heather Holton

Transportation:

Jerell Anderson, Bus Driver, effective November 1, 2021

REPLACES: Robin Krause

Robin Krause, Bus Driver, effective November 1, 2021

REPLACES: Keely Rondello

RESIGNATIONS: NON-INSTRUCTIONAL: (Presented for information purposes only)

Facilities:

Levi McCall, Groundskeeper, effective November 10, 2021

Suwannee Pineview Elementary:

Rhonda Twilley, Paraprofessional, effective October 28, 2021

Transportation:

Bruce Kemmerer, Bus Driver, effective December 1, 2021

LEAVE OF ABSENCE (MEDICAL):

Branford Elementary School:

Debra Yates, Paraprofessional, effective November 1, 2021 through November 12, 2021
(With the option to return sooner if released by her doctor)

MISCELLANEOUS:

District Wide:

Approval for the following to work as paraprofessionals with the Migrant Education Program as Parent Night Translators:

Yvette Perez

Naela Salazar

Maritza Torres

Approval for the following teachers to work in the Hospital Homebound Program District wide:

Frank Allen

Holly McMillian

Debra Singletary

Pre-K Extended Day Program:

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

Damaris Valdez

VOLUNTEERS:

Andrew Adams

Frances Adams

Noilan Alavarez

Sara Alban

Tracy Allen

Courtney Anderson

Ashley Arnold

Leon Ash

Barry Baker

Josephine Bednarczyk

Sylvia Bispham

Angela Blalock

Jessica Bradow

Matthew Bradow

Kate Bromley

Tresca Brown

Samantha Bryant

Candace Burnham

Megan Carlton

Delina Carmichael

Brittany Cathcart

Justin Cathcart

Chantavious Coleman

Charles Conley

Dawn Conley

Michael Creech

Steven Danaher

Derrick Daniel
Annah Davis
Ashley Davis
Jessica Davis
Brittany Deaton
Amanda Delk
Zayra Diaz
Christy Dickerson
Catherine Dunmoyer
Marcus Edwards
Tara Edwards
Kaylee Estevez
Kara Farmer
Jennifer Fidell
Jimmy Fields
Tierney Fleming
Cortney Flowers
Eduardo Gamez
Jessica Garcia
Amanda Gaylord
Corbin Gill
Angela Gordie
Katie Greene
Chelsea Harrell
Dylan Harrelson
Sarah Hatch
Laura Hernandez
Kalie Hingson
Lana Hingson
William Hogan
Douglas Hohman
Brian Huff
Amanda Jackson
Arminda Janous
Wendy Jergens
Samuel Jeter
Madeline Johns
James Johnson
Rikishi Johnson
Sara Jones
Sierra Jones
Laura Kinney
Shauna Kittrell
Thomas Kittrell

Shannon Knisley
Jesse Lane
Joshua Lee
James Leibold
Meghan Linton
Autumn Lokan
Selena Lopez
Laura Jean Lovell
Sarah Marangoni
Michael McCartney
Michel McLeod
Amanda McMillan
Felicia Meadows
Duane Miller
Shasmin Montague
Crystal Moore
Cara Morris
Christopher Morris
Tammy Musgrove
Tyson Nettles
Rachel O'Brien
Denise Oxendine
Christopher Paul
Emily Peacock
Belinda Phillips
James Pinkard
Stephanie Pinkard
Ana Powell
Keli Quincey
Haley Radford
Lexie Ragans
Sarah Richards
Tysha Riley
Tansie Roberts
Courtney Robinson
Peter Rodriguez
Theresa Rodriguez
Magaly Romulo
Debra Ross
Kala Sanders
Terri Santerfeit
Jesse Schimpfle
Amanda Senea
Wendy Shaw

John Alan Sinclair
Leslie Slaughter
Damon Smith
Nichole Smith
Nicholas Snipes
Jessica Sosa
Nayla Soules
Melissa Standridge
George Stover
Kasey Stover
Caroline Suggs
Kailie Summers
Lisa Sweet
Kimberley Taylor
Jessica Thomas
Kali Thomas
Nicole Tormala
Yuleidys Ullea
Carolyn Underwood
Marilyn Utz-Salsberry
Candyce Vickers
Katie Virts
Hannah Walker
Jeremy Walker
Stephanie Wall
Michelle Winstead
Britany Ward
Eleni Wachter
Jamie Wachter
Ashley Waters
Jay Watson
Shantae White
Carla Williams
Harley Williams
Russel Willis
Constance Wilton
LeeAnn Wirick
Kristen Wright
Hannah Wynn
Bonnie Yancey
Briana Zonnevylle

**End of List
2021-2022
School Year**

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2022-90 Addendum to original Contract #2022-02 Clinical Education Agreement between Tallahassee Memorial HealthCare, Inc. and Suwannee County School Board Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, Phlebotomy, and Practical Nurse Education Programs (*New/Revised*) (pgs. 57-82)
- #2022-91 Data Sharing Agreement between the University of Florida Board of Trustees, for the UF Lastinger Center and Suwannee County School District to administer the New Worlds Reading Initiative Program (*New*) (pgs. 83-84)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Crawford, second by Mr. Alcorn, for approval of the following form:

- #7200-090 Suwannee County School District School Volunteer/Field Trip Application (English and Spanish versions) (pgs. 85-86)

MOTION CARRIED UNANIMOUSLY

3. Comments from Student Ambassadors
 - Student Ambassadors Natalie Veal and Jake Wooley updated the Board on the status of student organization accomplishments, upcoming events, and athletic competitions at their respective schools.
4. Legal Counsel's Report – Nothing to report.
5. Superintendent's Report – Nothing to report.

6. Issues and concerns Board members may wish to discuss

- Mr. Crawford questioned Board policy regarding students making false allegations. Mr. Roush responded.

The meeting adjourned at 6:28 p.m.

2021-2022 DECEMBER SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99003936	CISCO 2950G-48PORT SWITCH	\$ 2,910.00	10/16/2003	TECHNOLOGY	SURPLUS
99006559	COMPUTER, LAPTOP	\$ 815.00	3/27/2009	TECHNOLOGY	SURPLUS
99008941	HP PROBOOK 650	\$ 765.00	2/14/2019	TECHNOLOGY	SURPLUS
99007010	IMAC/MACBOOK	\$ 1,399.00	1/14/2010	TECHNOLOGY	SURPLUS
99008494	POWER MODULE	\$ 2,699.00	4/28/2017	TECHNOLOGY	SURPLUS
99002486	PRINTER, LASER	\$ 905.00	3/7/2002	TECHNOLOGY	SURPLUS
99007901	SWITCH 3750G, CISCO	\$ 1,525.00	2/20/2014	TECHNOLOGY	SURPLUS
99008295	SWITCH, LAN BASE	\$ 1,475.00	8/18/2016	TECHNOLOGY	SURPLUS
99005196	TERMINAL, TOUCHSCREEN	\$ 2,313.21	8/31/2005	TECHNOLOGY	SURPLUS
		\$ 14,806.21			

Requested By:



ETHAN BUTTS

DIRECTOR OF PROPERTY RECORDS

12/14/2021

DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: November 29, 2021
RE: Human Resources Transactions for December 14, 2021
Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
December 14, 2021

TO: District School Board of Suwannee County

FROM: _____
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL: (Presented for information purposes only)

RIVEROAK Technical College:
Pamela Poole, Teacher, effective November 30, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee Pineview Elementary:
Candice Land, MTSS Coordinator, effective October 18, 2021
REPLACES: Kendra Crews

Suwannee Riverside Elementary:
Amanda Bartley-Ramirez, Teacher, (Temporary) effective November 8, 2021, through February 4, 2022
REPLACES: Kiara Davis

Amanda Bartley-Ramirez, Teacher, (Temporary) effective February 7, 2022, through May 31, 2022
REPLACES: Abby Fleming

Kelli Roberts, Guidance Counselor, effective September 21, 2021
(Amended from the October 12, 2021 Special Meeting Agenda, received degree)

RESIGNATION: INSTRUCTIONAL: (Presented for information purposes only)

Suwannee High School:
Alexander Franklin, Teacher, effective November 18, 2021

SUSPENSION:

Suwannee Middle School:
Stephanie Sampson, Teacher, effective November 12, 2021, and November 15, 2021, without pay

TRANSFERS/REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Danielle Ovando	Suwannee Middle School Teacher	Suwannee Virtual School Teacher	December 3, 2021	New Position

LEAVE OF ABSENCE

Suwannee Middle School:

Canary Stephens, Teacher, effective November 29, 2021, through December 10, 2021, without pay

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Suwannee Pineview Elementary:

Kelly Pennington, Teacher, effective November 29, 2021, through March 4, 2022

LEAVE OF ABSENCE: (MEDICAL)

Suwannee Middle School:

Danielle Ovando, Teacher, effective November 29, 2021

(Until released by her doctor)

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Robert Griffith	Head Middle School Softball Coach	Branford High School
Kyler Hall	Varsity Football Offensive Coordinator	Suwannee High School
*Gina Nardiello	Assistant Girls' Basketball Coach	Suwannee Middle School
Patrick Osborne	Head Wrestling Coach	Suwannee Middle School
Dana Root	Head Middle School Girls' Basketball Coach	Branford High School
Terry Vickers	Assistant Swimming Coach	Suwannee High School
Cody Wall	Assistant Boys' Basketball Coach	Suwannee Middle School
Barrinesha Washington	Basketball Cheerleading Sponsor	Suwannee High School

*Pending Certification

RECOMMENDATION: ADMINISTRATIVE:

Finance and Administration:

Marsha Brown, Chief Financial Officer, effective January 3, 2022

REPLACES: Vickie DePratter (position overlap)

RETIREMENTS: NON-INSTRUCTIONAL: (Presented for information purposes only)

Suwannee High School:

David Daniels, Custodian, effective November 30, 2021

Suwannee Riverside Elementary:

Janet Good, Paraprofessional, effective June 16, 2022

Transportation:

Yvan Theoret, Bus Driver Aide, effective December 3, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Kayla Hygema, Custodian, effective November 29, 2021

REPLACES: Erica Daies

Suwannee Pineview Elementary:

Carmina Ramos, Custodian, effective November 29, 2021

REPLACES: Keith Johnson

Suwannee Riverside Elementary:

LeeAnn Wirick, Paraprofessional, effective November 8, 2021

REPLACES: Marcia Riegel

Transportation:

Ashley Zarate, Bus Driver, effective November 15, 2021

REPLACES: Keely Rondello

RESIGNATIONS: NON-INSTRUCTIONAL: (Presented for information purposes only)

Branford Elementary School:

Debbie Rogers, 3 Hour Food Service Worker, effective October 12, 2021

Branford High School:

Azucena Gonzalez, Paraprofessional, effective January 7, 2022

TRANSFERS/REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Heather Holton	Suwannee Virtual School Admin. School Secretary	Suwannee Riverside Elem. Registrar	January 5, 2022	Kimberly Steichen
Nikolas Hurst	Suwannee Springcrest Elem. Paraprofessional	Suwannee Middle School Long Term Substitute (Temporary)	December 3, 2021	Danielle Ovando
Keith Johnson	Suwannee Pineview Elem. Custodian	Suwannee High School Custodian	November 29, 2021	Chris Ringlein

LEAVE OF ABSENCE:

Branford Elementary School:

Kelly Davidson, Pre-K Teacher, effective November 29, 2021, through December 17, 2021

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Branford Elementary School:

Deborah Yates, Paraprofessional, effective November 1, 2021, through February 16, 2022

LEAVE OF ABSENCE: (MEDICAL):

Branford Elementary School:

Deborah Yates, Paraprofessional, effective February 17, 2022, through May 27, 2022
(With the option to return sooner if released by her doctor)

Transportation:

Scott Koehn, Bus Mechanic, effective October 12, 2021 through December 20, 2021
(With the option to return sooner if released by his doctor)

MISCELLANEOUS:

CONTRACT RECOMMENDATION:

ADMINISTRATOR 3-YEAR CONTRACT:

TERM

Vickie DePratter, Chief Financial Officer

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District Wide/21st Century:

Approval of the following employee to work as paraprofessional in the 21st Century Afterschool Program:

Stephanie Roberts

Pre-K Extended Day Program:

Approval for the following to work as an alternate teacher in the Pre-K Extended Day program:

LeWanda Hill

SUBSTITUTES:

Transportation:

The following to serve as a Substitute Bus Attendant:

Beatrice Parnell

The following to serve as a Substitute Bus Driver:

David Smith

VOLUNTEERS:

Donnell Byrd
Dara Cannon
Wesley Carver
Angelina Ferrell
Floyd Ferrell
Clifford Flowers
Colleen Gartner
William Klecka
John Lacquey

Erin MacDonald
Madison McCall
Misty Mosley
Shannon Osgood
Caleb Parsons
Jaxon Sansouci
Dana Tidwell
George White
Teresa Williams

**End of List
2021-2022
School Year**

POLICY:**I. Introduction**

The Suwannee County School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents, which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of

disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

- E. No person except law enforcement, security officers, and other legally identified individuals may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, District employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).

III. The following emergency response agency(ies) will notify the District in the event of an emergency:

Emergency Response Agency	Type of Emergency
Live Oak Police Department	All Emergencies
Suwannee County Sheriff's Department	All Emergencies

IV. Safety and Security – Emergency Plans

- A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department.
- B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.
- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of:
 - (a) reviewing the current School Safety and Security Plan and the results of the self-assessment;
 - (b) identifying necessary modifications to the plan;
 - (c) identifying additional necessary training for staff and students; and
 - (d) discussing any other related matters deemed necessary by the meeting participants.

- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval of appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and active assailant/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District's Director of School Safety, threat assessment team members, faculty, staff, and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
 - 1. Accommodations for drills conducted at exceptional student education centers may be provided.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
 2. If a student with a disability is reported to have made a threat to harm others, and the student's intent is not clear, a referral will be made to the threat assessment team for evaluation.
 3. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the

student's parent or legal guardian. A parent or guardian has the right to inspect and review the threat assessment. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.

4. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.
5. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services. Threat assessment teams must meet as often as needed to fulfill their duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. The teams must maintain documentation of all meetings, including meeting dates and times, team members in attendance, cases discussed and actions taken.

VI. Safety – Procedures

- A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.
- B. A safety program shall be established consistent with the provisions of Policy 8.01. The emergency preparedness procedures will identify the individuals responsible for contacting the primary emergency response agency and the emergency response agency that is responsible for notifying the school district for each type of emergency.
- C. Emergency evacuation drills (fire, hurricane, tornado, active assailant/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator, or transportation official is responsible for:

1. Developing and posting emergency evacuation routes and procedures;
 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
 3. Identifying and reporting hazardous areas requiring corrective measures; and
 4. Preparing and submitting a written report of each emergency evacuation drill to the District Office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.
- E. Parents, as defined by law, have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school transportation or during school-sponsored activities pursuant to sections 1006.07(4) and (7), F.S.
1. Parents have a right to access school safety and discipline incidents as reported pursuant to section 1006.07(9), F.S.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school.
- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. The Superintendent shall designate an administrator or law enforcement officer employed by the Suwannee County Sheriff's Office as the school safety specialist for the District. The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District. The School Safety Specialist's responsibilities include, but are not limited to the following:
 - 1. On an annual basis the school safety specialist will review district and charter school policies and procedures for compliance with state law and rules and ensure the timely and accurate submission of the school environmental safety incident report (FSSAT) to the Department.
 - 2. The School Safety Specialist must provide recommendations to the superintendent and school board at a publicly noticed board meeting identifying strategies and activities that the Board should implement in order to address the findings to improve school safety and security.
 - 3. No later than November 1, the School Safety Specialist shall submit a district best-practice assessment in the FSSAT that includes the school board's action(s) to the school security risk assessment findings and recommendations provided to them.
 - 4. Provide training and resources to students and staff in matters relating to mental health awareness and assistance; emergency procedures (including active assailant training), and school safety and security.

5. The School Safety Specialist will develop a process related to safety used to identify and correct instances of noncompliance at the school.
 - a. Deficiencies relating to safe-school officer coverage must be resolved by the next school day.
 - b. Within 24 hours, the School Safety Specialist must notify the Office of Safe Schools of the deficiencies related to safe-school officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety and welfare of students or staff. The Office of Safe Schools shall be notified within three (3) days of any instance of noncompliance that is not corrected within 60 days.
 6. The School Safety Specialist shall notify the district's superintendent if there is a suspected deficiency of the district's and/or a school's noncompliance.
-
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
 - E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.
 - F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
 - G. Adhering to background screening procedures for all staff, volunteers and mentors.
 - H. Security trailers may be located on school property.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: **316.614, 790.115, 790.25, 1001.43, 1001.51,
1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-1.0403, 6A-3.0171**

<i>History:</i>	Adopted:
Revision	Date(s): 12/17/02, 4/27/10, 5/22/2018, 9/25/2018, 11/19/2019, 12/15/2020, 4/27/2021
Formerly: Campus Disorders and Trespassing 3.06	

SAFE SCHOOL OFFICERS

8.061*

- I. The School District may enter into an agreement with local law enforcement to provide law enforcement and related services to the schools of Suwannee County, including charter schools. The Board will collaborate with charter schools governing boards located in the district to support access to all safe-school officer options available pursuant to Florida law.
- II. School Resource Officers (SRO) must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). The purpose of the SRO program is to promote and assist school administrators with school-based security and safety. In addition, a goal of the program shall be to promote a positive image and respect for the law and law enforcement among young people.
- III. A safe school officer must be present during the school day when the school is open for instruction. To determine the need for safe-school officers to be present outside of the regular day (i.e., before and after school, summer school, extracurricular activities or for school-sponsored events) the Board will consider the following factors: number of persons present, the ratio of staff members to students, and other safety measures available.
- IV. Student ON campus incidents:

Student discipline is the responsibility of the school administration. However, in instances where a crime may have been committed, or if there is a threat of injury to person or property, the SRO should be involved as the trained professional to handle such situations. If there is no safety threat, administration should take the lead in the school-based investigation with the assistance of the SRO. If practicable, the Principal or his designee may be present during the questioning of students by SRO's concerning crimes committed. If a student is arrested and/or taken into custody, the SRO and school personnel shall utilize best efforts to immediately notify the

parent/guardian. The SRO's shall use best efforts to comply with the policies set forth by the School Board of Suwannee County and procedures established by administration.

V. Student OFF campus incidents:

The SRO shall not routinely conduct investigations or question students as to off campus incidents or crimes while serving as an SRO on school property. Other sheriff deputies or law enforcement shall be utilized for this function unless impracticable.

VI. On a yearly basis, the SRO's and appropriate school administration shall meet for an "in-service" to discuss the role of the SRO in the schools and to familiarize the SRO's with School Board policy and administrative procedures.

VII. The Superintendent is responsible for notifying the Office of Safe Schools, and the Board Chair immediately after, but no later than seventy-two (72) hours after, the occurrence of the following:

A. A safe-school officer is dismissed for misconduct or disciplined; or

B. A safe-school officer discharges his/her firearm in the exercise of his/her duties other than for training purposes.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.42, 1006.12

STATE BOARD OF EDUCATION RULE(S):

6A-1.0018

History:

Revision Date(s): New

Formerly:

Adopted:

ESS Southeast, LLC

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of December 14, 2021, by and between **ESS Southeast, LLC** (the "Company") located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Suwannee County School District** located at 1740 Ohio Ave. South, Live Oak, FL 32064 (hereinafter referred to as "LEA" for Local Education Agency).

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff listed in Exhibit "A" (**hereinafter "Substitute Staff"**) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff who the LEA has employed prior to the Agreement and whom the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company's responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided
Suwannee County School District FL 2022

by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; the Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an "employer" with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers' compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA's employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff's credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

3. The Company's Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company's fees, to be agreed to in advance, in writing, by the LEA.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including

as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company's actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

4. The LEA's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by an LEA teacher;

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate password security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;

4.9 Not promise any Substitute Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;

4.14 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.15 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.16 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.17 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.18 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands that failure to cooperate in this regard may lead to a delay in services.

4.19 In the event of a complaint concerning Substitute Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. The Company shall indemnify

and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

5.2 Indemnification of the Company by the LEA. To the extent allowable by Florida law, the LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company. Nothing contained in this Agreement shall be interpreted or construed to mean that the LEA waives its common law sovereign immunity or the limits of liability set forth in Florida statutes s.768.28.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1. The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Substitute Staff, not scheduled time. Company will comply with any federal, state or local laws, if any, requiring paid leave. If federal, state or local laws require paid leave, LEA will reimburse Company for paid leave days taken by Company staff for a district assignment per the service rate set forth in the pricing exhibit.

6.2 Advance Payment. [Intentionally Omitted].

6.3 Changes to Pricing Plan. In the event that the LEA requests to increase the

established pay rate for Substitute Staff from that specifically listed on Exhibit A, or if the LEA requests to establish a new Substitute Staff classification or new pay rate to be paid to some or all of the Substitute Staff not identified on Exhibit A (e.g., for improved recruitment, retention or for other reasons), the billing rate to the LEA shall be determined by using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its request to change an existing pay rate or establish a new Substitute Staff classification and pay rate.

The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the lesser of 3% or the applicable consumer price index rate for the LEA for the twelve months preceding the most recent quarterly rate.

6.4 [Intentionally Omitted].

6.5 Use or Employment of Substitute Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

6.6 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as "Substitute Staff") with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, "Company" also includes Source 4 Solutions LLC.

6.7 Payment. The LEA shall pay the Company upon receipt of invoice. Payment not received within fifteen (15) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will

not delay payment and will be applied to the following invoice.

6.8 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on February 1, 2022 and shall remain in effect through January 31, 2023. Thereafter, the Agreement shall automatically renew on a yearly basis after the term unless either party provides written notice of termination at least sixty (60) days prior to the end of the term. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional

or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Absentee Management System; Data and Intellectual Property. To provide Substitute Staff, Company may utilize its own or the LEA's absentee management system (hereinafter "System") as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Substitute Staff. If the Company utilizes the LEA's System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as "Super User" status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data, intellectual property, including processes, procedures and knowhow, trademarks and copyrights, are and shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. This Agreement may be amended as agreed between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business and may assign e-learning solutions for distance instruction to Proximity Learning, Inc., an ESS company.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

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

11.16 E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment

eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
- (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

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

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

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

ESS Southeast, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Date _____

Suwannee County School District

By _____
Signature

Ted L. Roush, Superintendent
Name and Title

Date _____

Chairperson, Suwannee County School Board

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

EXHIBIT A**PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY**

* Rates if invoice paid within 10 days of receipt

Position		District Original Bill Rate	New Hire Bill Rate
Teacher w/HS Diploma	\$10.00 per hour	\$ 12.90	\$ 13.20
Teacher w/60 + College Credits	\$10.00 per hour	\$ 12.90	\$ 13.20
Teacher w/Bachelor's Degree	\$ 10.75 per hour	\$ 13.87	\$ 14.19
Teacher w/Master's Degree	\$12.25 per hour	\$ 15.80	\$ 16.17
Long Term Sub (Valid FL Teacher's Certificate*)	\$20.00 per hour	\$ 25.80	\$ 39.60
Paraprofessional	\$10.00 per hour	\$ 12.90	\$ 13.20
Clerical	TBD per hour		
Retiree DROP Program	TBD per hour		
Food Service	\$10.00 per hour	\$ 12.90	\$ 13.20
Custodial	\$10.00 per hour	\$ 12.90	\$ 13.20

* Rates if invoice paid after 10 days of receipt

Teacher w/HS Diploma	\$10.00 per hour	\$ 13.00	\$ 13.30
Teacher w/60 + College Credits	\$10.00 per hour	\$ 13.00	\$ 13.30
Teacher w/Bachelor's Degree	\$ 10.75 per hour	\$ 13.98	\$ 14.30
Teacher w/Master's Degree	\$12.25 per hour	\$ 15.93	\$ 16.29
Long Term Sub (Valid FL Teacher's Certificate*)	\$20.00 per hour	\$ 26.00	\$ 39.90
Paraprofessional	\$10.00 per hour	\$ 13.00	\$ 13.30
Clerical	TBD per hour		
Retiree DROP Program	TBD per hour		
Food Service	\$10.00 per hour	\$ 13.00	\$ 13.30
Custodial	\$10.00 per hour	\$ 13.00	\$ 13.30

EXHIBIT B

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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