

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
February 27, 2018

AGENDA

Call to Order – 5:55 p.m.

Assistant Superintendent of Instruction – Bill Brothers:

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 Instruction.)

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

Director of Curriculum and Instruction – John Olson:

2. Final review of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 27, 2018

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag – Branford Elementary School

Special Recognition by the Superintendent:

Branford High School – Beta Club State Contest

- James Corbin
- Wyatt Eakins
- Destiny Fennell
- Dawson Hall
- Ginger King
- Ann Marie Kuczynski
- Luke Ramsey
- Leah Trice
- Alivya Ward
- Barrett Young

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. 8-25)

January 9, 2018	- Workshop Session
January 23, 2018	- Workshop Session
	- Regular Meeting

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

3. The Superintendent presents the following bills for the period January 1-31, 2018:

General Fund	
#169045 - #169173	\$ 564,525.95
Electronic Fund Transfers	<u>2,717,466.66</u>
	\$ 3,281,992.61

Federal Fund	
#50181 - 50230	\$ 71,407.01
Electronic Fund Transfers	<u>494,518.05</u>
	\$ 565,925.06

Food Service Fund	
#32580 - 32595	\$ 80,946.86
Electronic Fund Transfers	<u>142,774.95</u>
	\$ 223,721.81

LCIF	
#7695 - 7698	\$ 10,339.10
Electronic Fund Transfers	<u>0.00</u>
	\$ 10,339.10

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>Special Revenues</u>
I-7	IV-7 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated February 27, 2018. **(pg. 26)**

6. The Superintendent recommends approval of the following contracts/agreements for the 2017-2018 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2018-96 Clinical Education Affiliation Agreement between LP Live Oak, LLC d/b/a Surrey Place Care Center and Suwannee County School Board Certified Nursing Assistant, Culinary Arts, Certified Dietary Manager, Patient Care Technician, and Practical Nurse Education Programs (*Renewal/Revised*) **(pgs. 27-33)**
- #2018-105 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board (for secondary school instruction) Administrative Office Specialist; Allied Health; Digital Design; Nursing Assistant, Acute and Long Term Care; and Engineering Technology/Computer Integrated Manufacturing (*Renewal*) **(pgs. 34-41)**
- #2018-106 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board, through RIVEROAK Technical College, Digital Design; Administrative Office Specialist, and Medical Administrative Specialist **(pgs. 42-47)**
- #2018-108 Panhandle Area Educational Consortium (PAEC) Participating District Focus Software License Agreement between the School Board of Suwannee County and PAEC (*Renewal/Revised*) **(pgs. 48-70)**

7. The Superintendent recommends approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Jaquez	Franks	Suwannee	Lafayette	K
Jatoddriana	Franks	Suwannee	Lafayette	3
Auston	Gambrell	Suwannee	Hamilton	1
Ramiro	Garcia	Suwannee	Hamilton	2
Joseph Lance	Mathis	Suwannee	Hamilton	10
Tyheasa	Smith	Suwannee	Lafayette	4

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Madison	McMillan	SES	BES	1
Savannah	McMillanb	SES	BES	3

8. The Superintendent recommends approval of Public Official Bonds for the individuals listed below. (These bonds and certificates have been reviewed by Board Attorney Leonard Dietzen.) (pgs. 71-72)

Public Official Bonds

Ed daSilva, Vice Chairman (November 2017 – November 2018)

Jerry Taylor, Chairman (November 2017 – November 2018)

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. The Superintendent presents the following report for informational purposes:
 - a. Suwannee County District School Board Financial and Federal Single Audit for Fiscal Year Ended June 30, 2017 (A copy of the report is available in the office of the Chief Financial Officer.)

Assistant Superintendent of Administration – Bill Brothers:

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

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

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

3. The Superintendent recommends approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-112 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*New*) (pgs. 73-78)

Director of Curriculum and Instruction – John Olson:

4. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

Director of Facilities – Mark Carver:

5. The Superintendent recommends approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-114 Agreement for Design/Professional Consultant Services between the Suwannee County School Board and Architects RZK, Inc. for the New Admin/District Office Building (*New*) (pgs. 79-102)

6. The Superintendent recommends approval of the following personnel item for the 2017-2018 school year:
 - a. Twelve day laborers to work on summer projects under the direction of the Director of Facilities

Director of Human Resources – Walter Boatright:

7. Personnel Changes List (pgs. 103-107)

School Board Attorney – Leonard Dietzen:

8. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

9. Superintendent's Report

School Board Members:

10. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
January 9, 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, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 9:07 a.m. School Board Member Catherine Cason was absent.

Administrators and others present: Walter Boatright (arrived at 9:11 a.m.), Bill Brothers, Gary Caldwell (arrived at 9:10 a.m.), Mark Carver, Lisa Dorris, Janene Fitzpatrick, Leah Harrell, Malcolm Hines (arrived at 9:06 a.m.), Mary Keen, Debbie Land, Chris Landrum, John Olson, Kecia Robinson, T.J. Vickers (arrived at 9:05 a.m.), and Josh Williams.

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

Assistant Superintendent of Instruction Janene Fitzpatrick
Department Update

Mr. Olson distributed and reviewed a handout regarding HB 7069 and the proposed revisions to Student Progression Plans for 2017-2018.

Mrs. Fitzpatrick provided an update regarding the following:

- 21st Century Community Learning Center (CCLC) Grant – Mrs. Fitzpatrick noted that it was most likely we would not be receiving this grant for the 2018-2019 school year. Board consensus was for Mrs. Fitzpatrick to develop an alternate plan for an after school program to potentially replace the 21st CCLC Grant.
- Community Forums will be rescheduled for the first week in February.

Human Resources Department Update Walter Boatright

Mr. Boatright distributed and reviewed a handout regarding registrar positions at each of the eight school sites. He proposed to reclassify three of our employees, who currently are titled as school secretaries, to registrar positions, which would make the registrar positions as equitable as possible across all school sites. The following are the individuals that would be reclassified, from Level 4 to Level 3, as noted above: Evelyn Aue (Suwannee Middle School), Laura Hernandez (RIVEROAK Technical College), and Laketha Wilson (Suwannee High School).

School Board Operating Protocol..... Ted Roush

Mr. Roush stated that after much discussion, it was decided that the timing was not good to proceed with Master Board training. In lieu of the training, Mr. Roush distributed and reviewed a handout regarding School Board operating protocol (draft document), which provides a foundation of guiding principles for the Superintendent and School Board. He noted that a lot of what is listed on the document is part of the Master Board training. The original document came from FSBA, and our document is a draft, which has been tweaked for our District. Mr. Roush asked Board members to review the document and provide feedback and comments back to him. The document would be brought back to the Board for approval; not proposing the document to become policy, but as an instrument to help in the daily operations of the District. Mr. Taylor provided additional background information regarding the document.

Mr. daSilva stated he would like to seek an evaluation from District Office staff to provide feedback on the operation of the Superintendent and Board members. He asked that language be added to address that Board member positions are not for political agendas.

Mr. Alcorn, Ms. Cason, and Mr. daSilva proposed that a Board member and Superintendent retreat be held one afternoon as a refresher to review material from past Master Board training sessions; but to keep in mind that when the time is right an official Master Board training session, as outlined by FSBA, would be held.

Mr. White stated he felt it was more important on how the community feels regarding job performance of Board members and Superintendent. Mr. White stated that he felt the Board does not need the protocol operating document; just need to be good stewards of the tax payer's money and put children first. He felt when we have the approval of the public as far as what we are supposed to do, then we are a Master Board.

Superintendent Update Ted Roush

- Property at 702 – 2nd Street, NW, Live Oak – Mr. Roush stated that the District is proposing to advertise the property to accept sealed bids with the Board's right to accept or refuse any or all bids; then the property can be listed with a real estate agent, if needed. Mrs. DePratter stated that a draft resolution would need to be developed stating that the property was no longer acceptable/viable for educational purposes; the proposed resolution would be on the January 23 Board agenda.
- A workshop needs to be held (4:00 p.m. – 5:30 p.m.) prior to the January 23 Regular Board Meeting for the purpose of the following:
 - Proposed Health Insurance Renewal – Tyson Johnson and his folks would be presenting the information.
 - Financing for Construction of the New Admin/District Office Building – Next steps in securing funding. Mrs. DePratter provided additional information on possible funding options, as well as having the Bond Counsel provide information at the workshop.

Mr. Taylor asked that information on the proposed health insurance renewal be provided to Board members prior to the workshop. Mrs. DePratter gave an overview of the proposed changes to the renewal.

- Branford High School (BHS) Administrative School Secretary Position – Mr. Roush stated there is a need to hire an administrative school secretary at BHS; the position was never filled after Linda Cannon retired many years ago.

The workshop adjourned at 10:47 a.m.

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Superintendent Update Ted Roush

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The workshop adjourned at 10:47 a.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
January 23, 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, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 4:09 p.m.

Administrators and others present: Bill Brothers, Janene Fitzpatrick, Leah Harrell (arrived at 4:40 p.m.), Debbie Land (arrived at 4:28 p.m.), John Olson, and Josh Williams. Tyson Johnson and representatives, with Arthur J. Gallagher & Co.; SCSD Fringe Benefits Committee Members; Will Reed, with Ford & Associates; and Jason Breth, with Bryant Miller Olive PA.

Chairman Taylor called the meeting to order at 4:07 p.m.

Health Insurance Renewal for 2018-2019..... Vickie DePratter/
Tyson Johnson (Arthur J. Gallagher & Co.)

Mrs. DePratter deferred to Tyson Johnson, who provided a presentation regarding the proposed District Health Insurance Renewal for 2018-2019. Mr. Johnson answered questions from Board members.

New Admin/District Office Building..... Vickie DePratter
Funding Options

Mr. Reed and Mr. Breth provided information regarding funding options for the New Admin/District Office Building.

The workshop adjourned at 5:36 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
January 23, 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, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Rachael Rodriguez was also present.

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

Student remarks and pledge to the flag by Suwannee Intermediate School ELP student organization.

Special Recognition by the Superintendent:

RIVEROAK Technical College

- ch2m/Jose Guzman – Donation of Technology Equipment
- Kareem Armalin – Recipient of Student Incentive for DOE's GED Integrated Program Initiative
- Jeffery Creamer – Recipient of Student Incentive for DOE's GED Integrated Program Initiative

Suwannee Intermediate School – 5th Grade Florida Farm Bureau Essay Contest

- Sarah Shockley – 1st Place
- Katelyn McGee – 2nd Place
- Janeah Mitchell – 3rd Place
- Maria Cortes-Wilkes – 4th Place

Suwannee Middle School

- Taylor Paramore – Competed and represented the District at *Art in the Capitol Competition* in Tallahassee

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

➤ There were none.

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

MOTION by Mr. Alcorn, second by Mr. daSilva, 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. 7-23)**

December 12, 2017 - Workshop Session
 - Special Meeting

December 19, 2017 - Regular Meeting

2. Approval of the monthly financial statement for December 2017.

3. The following bills for the period December 1-31, 2017:

General Fund

#168750 - #169044	\$	2,525,201.70
Electronic Fund Transfers		<u>2,986,596.07</u>
	\$	5,511,797.77

Federal Fund

#50102 - 50180	\$	267,562.04
Electronic Fund Transfers		<u>251,961.47</u>
	\$	519,523.51

Food Service Fund		
#32520 - 32579	\$	193,062.24
Electronic Fund Transfers		<u>86,537.46</u>
	\$	279,599.70

LCIF		
#7678 - 7694	\$	170,372.89
Electronic Fund Transfers		<u>11,827.08</u>
	\$	182,199.97

4. Approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-6	III-6	IV-6 (Federal)
		IV-6 (Food Service)

5. Approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
RTC	- 3 Laptops and Microsoft Office Home and Student Suite for Student Incentives (Value: \$2,189.94)	ch2m/Jose Guzman
	- 3 Dell Inspiron 3000 Laptops Model #3567 (Value: \$1,739.97)	
	- 3 Microsoft Office Home and Student Suite (Value: \$449.97)	

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. Discussion and possible action regarding the Fringe Benefits Committee recommendation for renewal of employee health insurance plans for the period May 1, 2018, through April 30, 2019.

MOTION by Mr. White, second by Ms. Cason, for approval of the Fringe Benefits Committee recommendation for renewal of employee health insurance plans for the period May 1, 2018, through April 30, 2019. MOTION CARRIED UNANIMOUSLY

2. The following resolutions for the 2017-2018 school year: (NEW) (Note: These resolutions have been reviewed and approved by Board Attorney Leonard Dietzen.)

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of Resolution #2018-06R, below, with the following changes:

- Last line of the paragraph that begins “BE IT RESOLVED... and ~~in~~ it is in the best interest...”
- Paragraph that begins “BE IT FURTHER RESOLVED...accept sealed bids for 45 days for the purchase...”; The Board reserves the right to reject any ~~all~~ bids in which case the Board may choose to list the above referenced...real estate broker(s).”

#2018-06R Resolution of the School Board of Suwannee County, Florida, determining that property located at 702 – 2nd Street, NW, Live Oak, Florida, containing 1.25 acres more or less, is no longer necessary for educational or ancillary purposes and should be sold. (New) (pg. 24)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of Resolution #2018-07R as follows:

#2018-07R Resolution of the School Board of Suwannee County, Florida, establishing its intent to reimburse certain capital expenditures with proceeds of a future tax-exempt financing; providing certain other matters in connection therewith; and providing an effective date. (*New*) (**pgs. 25-26**)

MOTION CARRIED four to one; Mr. White voted NO.

3. MOTION by Mr. daSilva, second by Mr. White, for approval to advertise and accept sealed bids for 45 days for the disposal of real property located at 702 – 2nd Street, NW, Live Oak, Florida 32064.

MOTION AMENDED by Mr. daSilva, second by Mr. White, for approval to advertise and accept sealed bids for 45 days, beginning at time of advertising, for the disposal of real property located at 702 – 2nd Street, NW, Live Oak, Florida 32064.

AMENDED MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following contract for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-107 Bond Counsel and Disclosure Counsel Retainer Agreement by and between The School Board of Suwannee County, Florida, and Bryant Miller Olive P.A. (*New*) (**pgs. 27-38**)

MOTION CARRIED four to one; Mr. White voted NO.

Action on the Agenda Addendum (REVISED)

Chief Financial Officer – Vickie DePratter:

#1. MOTION by Ms. Cason, second by Mr. daSilva, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-109 Agreement between Ford and Associates, Inc. and the School Board of Suwannee County, Florida, for municipal/financial advisor services. (pgs. A2-A10)

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

End of Agenda Addendum for Vickie DePratter

Assistant Superintendent of Instruction – Janene Fitzpatrick:

5. MOTION by Mr. Alcorn, second by Ms. Cason, for approval and certification of the 2017-2018 Class Size Reduction Compliance Plan. (pgs. 39-41)
MOTION CARRIED UNANIMOUSLY

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

6. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-103 Agreement between Suwannee County School Board and Solaris Healthcare Lake City, LLC, Lake City, Florida for the Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs (New) (NOTE: This contract replaces Contract #2018-95, which was previously Board approved on October 24, 2017.) (pgs. 42-49)

MOTION CARRIED UNANIMOUSLY

7. MOTION by Mr. daSilva, second by Ms. Cason, for approval of RIVEROAK Technical College Strategic Plan for July 2017 – June 2022 (pgs. 50-54)
MOTION CARRIED UNANIMOUSLY

Director of Curriculum and Instruction – John Olson:

8. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018. (Copies are available for review in the office of the Director of Curriculum and Instruction.) MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

9. The following personnel items for the 2017-2018 school year:

MOTION by Mr. daSilva, second by Ms. Cason, for approval of Item 9.a. as follows:

- a. Reclassify the Registrar positions at RIVEROAK Technical College, Suwannee High School, and Suwannee Middle School, from Line 6 to Line 3 on the *Noninstructional Salary Schedule 2017-2018 Secretarial and Other Office Personnel*, retroactive to December 12, 2017. (Note: This salary schedule was Board approved at the December 12, 2017, Special Meeting.)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. White, second by Ms. Cason, for approval of Item 9.b. as follows:

- b. Reclassify the School Secretary position at RIVEROAK Technical College to a Clerk position at RIVEROAK Technical College. (Note: For compensation purposes, the position will go from Line 4 to Line 6 on the *Noninstructional Salary Schedule 2017-2018 Secretarial and Other Office Personnel*, retroactive to December 19, 2017.)

MOTION CARRIED UNANIMOUSLY

10. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List, with the following changes: Page 56, under Recommendations: Instructional/Suwannee High School – Delete the name of Carmen Reyes and insert the name of Bonita Cook; Add out-of-field teachers for the second term of 2017-2018. (pgs. 55-59) MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RESIGNATION: INSTRUCTIONAL:

Branford Elementary School:

Amanda Evans, Nurse, effective January 8, 2018

RESIGNATION: NON-INSTRUCTIONAL:

Transportation:

Shateea Butler, Bus Driver, effective, January 22, 2018

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:

Joan Innes, teacher, effective January 5, 2018, temporary

REPLACES: Bonita Cook

Jessica McManaway, teacher, effective January 5, 2018

REPLACES: Rayanna Johnson

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Primary School:

Graciela Resendiz, Paraprofessional, effective January 9, 2018, temporary

REPLACES: Wildaly Nieves-Lopez

Transportation:

Jennifer Hurst, Bus Attendant, effective December 8, 2017

REPLACES: Shawn Neely

Maria Santiago, Bus Attendant, effective December 8, 2017

REPLACES: Tramane Carwise

Renee Perivolaris, Crossing Guard, part-time hourly

REPLACES: Larry Nikula

TERMINATION:

Iva Ortigas Cannon, Bus Driver, Effective January 12, 2018

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Sharlie Bailey	SES/3 Hour Worker	SPS/6 Hour Worker	01/08/2018	Lucille Turner
Jenna Chancey	SPS/3 Hour Worker	SPS/6 Hour Worker	01/08/2018	Katherine Howard
Tramane Carwise	SHS/Paraprofessional	SIS/Paraprofessional	01/16/2018	Ronald Tucker
Monica Djulvez	SPS/Paraprofessional (Temporary)	SPS/Paraprofessional	01/08/2018	Nicole Poole
Jennifer Floyd	Finance/Employee Benefits Specialist	RTC/Clerk	12/19/2017	Tammy Johns
Nicole Poole	SPS/Paraprofessional	SPS/Lead Pre-K Paraprofessional	01/08/2018	Drea Taylor
Ronald Tucker	SIS/Paraprofessional	SHS/Paraprofessional	01/16/2018	Tramane Carwise

RE-CLASSIFICATION:

<u>NAME</u>	<u>FROM: SALARY/POSITION</u>	<u>TO: SALARY/POSITION</u>	<u>EFFECTIVE</u>
Evelyn Aue (SMS)	Line 4, School Secretary	Line 3, Registrar	12/12/2017
Laura Hernandez (RTC)	Line 4, School Secretary	Line 3, Registrar	12/12/2017
Laketha Wilson (SHS)	Line 4, School Secretary	Line 3, Registrar	12/12/2017

PART-TIME/HOURLY EMPLOYEES:

Approval for the following employees for the second term 2017-2018

ADULT EDUCATION:

Richard Crockett, Adult Education Teacher, part-time hourly, St. Luke's Episcopal Church

PHLEBOTOMY:

Marivic Blackwell, Phlebotomy Instructor, part-time hourly, RIVEROAK Technical College

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES

January 31, 2018 – July 31, 2018

ADULT EDUCATION

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Pam Poole	Chief GED Test Examiner
Phyllis Doty	ESOL
Richard Crockett	ESOL
Keiry Soto Chavez	Childcare-Family Literacy/ESOL
Ann Warner	GED Test Proctor/TABE Test Examiner
Richard Allen	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner

Career & Technical Education

Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Marissa Lane	Early Childcare Education/Paraprofessional
Greta Thornton	Nail Technician
Kevin Mercer	Welding
Marivic Blackwell	Phlebotomy

COMMUNITY EDUCATION (Pending class enrollment)

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Excel, Quickbooks/ MS Office Word/ Power
Margaret Wooley	Wreath Making
Vanessa Grantham	Crochet/Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Belinda Fries	Computer Technology/Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Metal Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Chad Hale	Self Defense
Stasia Dupree	Essential Oils

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
BJ Cohen	Assistant Girls Basketball	Suwannee High	Rayanna Johnson
Christopher Travis Henry	JV Boys Basketball Coach	Suwannee High	Alex Cameron
Sarah Grillo	Planning Period	Suwannee Virtual	

ESE SUPPLEMENT 2017-2018:

Amy Allen	Kim Hudson	Shannon Roberts
Phyllis Bailey	Jeff Johnson	Stefani Santos
Lauren Belcher	Vera Knighton	Debbie Singletary
Myra Bell	Candice Land	Stacie Swartz
Trudy Benson	Lynn Lawrence	Michelle Thompson
Tammy Bradow	Connie Leavitt	Lacey Van Etta
Kate Bromley	Tammy McKay	Rowna Valin
Brittany Busby	Melissa McKire	Elizabeth Vann
Cheri Copeland	Rebecca Monroe	Jessica Wagner
Dana Drawdy	Cathy Nicely	Linda Whitley
Cynthia Frye	Audrey Peake	KJ Wingate
Toni Greenburg	Darlene Rice	Jennifer Wooley

GIFTED SUPPLEMENT 2017-2018:

Emily Blackmon	Karen Koon	Laura Roberts
Windy Gamble	Dinah Mayne	Theda Roper
Natalie Haney	Joyce McIntosh	Kim Warren

LEAVE OF ABSENCE (MEDICAL LEAVE):**Branford Elementary School:**

Pam Norton, tentatively January 8, 2018, through January 16, 2018, without pay, with option of returning sooner if released by doctor.

Suwannee High School:

Carmen Reyes, tentatively January 8, 2018, through February 19, 2018, without pay, with option of returning sooner if released by doctor.

Transportation:

Carol Jenkins, tentatively January 8, 2018, through February 28, 2018, without pay, with option of returning sooner if released by doctor.

MISCELLANEOUS:

District Wide/21st Century:

The following to work as a teacher in the 21st Century Program District wide:

Julia Davidson

SUBSTITUTES:

The following as a Substitute Bus Driver:

Yvan Theoret

The following staff to work up to 32 additional hours for the purpose of monitoring and compliance of ESE programs at school sites.

Amy Allen
Melissa McKire
Rebecca Monroe

Cathy Nicely
Debbie Singletary
KJ Wingate

Angela Wood
Jennifer Wooley

OUT-OF-FIELD for the second term of the 2017-2018 school year as follows:

<u>SCHOOL</u>	<u>NAME</u>	<u>OOF SUBJECT</u>
BHS	Jeffry Boatright	Eng 6-12, M/G Eng, or Speech
BHS	Erin Cannon	M/G Math or Math 6-12 & ESOL
BHS	Erin Clark	Health
BHS	Eleanor Coker	ESOL
BHS	Carl Manna	Tech Ed
FSBR	Mary Kerr	Math 6-12
FSBR	Burney Ratliff	Eng 6-12
SES	Mary Metz	ESOL
SES	Lynda Owens	Music
SES	Brittney Shearer	ESOL
SHS	Michael Bresk	Bus Ed
SHS	Brian Bullock	Env Science Honors
SHS	Deborah Cathey	ESOL
SHS	Keith Cherry	PE
SHS	Sherry Dean	ESOL
SHS	Elisa Hall	ESOL
SHS	Jay Jolicoeur	Physics
SHS	Jessica McManaway	ESOL
SIS	Summer Bell	ESOL

SIS	Chelsea Burgess	ESOL
SIS	Michelle Jessup	ESOL
SIS	Mary Johnson	Music
SIS	Christina Newhart	ESOL
SIS	Maria Rodriguez	ESOL
SIS	Phyllis Smith	ESOL
SIS	Amy Stratton	ESOL
SIS	Ruth Thomas	ESOL
SIS	Violet Tipton	ESOL
SIS	Kim Warren	Gifted
SPS	Katie Melland	ESOL

VOLUNTEERS:

Britni Brooks	Daniel Lucier	Jeanne Reichart
Karen Cacace	Yolanda Mayorga	Cara Richmond
Christopher Clark	Marita Pendland	Yaquelin Romero
Valerie Crider	Douglas Pope	Tylyn Stansel
Hope Hayes	Rachel Pope	Donna Stratton
Taylor Jones	Heather Raulerson	Natasha Williams
Aleigha Long	Clifford Register	Jerry Yow

End of List
2017-2018
School Year

Action on the Agenda Addendum – REVISED for Mark Carver

Director of Facilities – Mark Carver:

#2. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Suwannee County School District Facilities Spot Survey. (A copy is available for review in the office of the Director of Facilities.) MOTION CARRIED four to one; Mr. White voted NO.

End of Agenda Addendum for Mark Carver

School Board Attorney – Leonard Dietzen:

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

Superintendent of Schools – Ted Roush:

12. Superintendent's Report

- Shared dates for various upcoming events
- Thanked Mrs. DePratter for her leadership on the Fringe Benefits Committee

School Board Members:

13. Issues and concerns Board members may wish to discuss

- Mr. Alcorn stated that he spoke with a gentleman this week whose wife substitutes in our schools; she complimented our staff on being treated so well.
- Mr. White asked for an update at the next Board workshop, regarding our alternative schools and progress made by our students. Mr. Roush stated that he would provide the information to Board members. Mr. White also asked for an update on the District's science curriculum at the next workshop. Mr. Roush and Mr. Olson responded that it is currently being discussed and preparations are being made for the next school year.
- Mr. Taylor shared information regarding our District exceeding the state average with regards to graduation rates. He also provided an update pertaining to the Constitution Revision Committee meeting held recently.

The meeting adjourned at 7:36 p.m.

2017-18 FEBRUARY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99004694	RECORDER/TRANSCRIBER	\$2,849.99	5/13/2004	SUPERINTENDENT	SURPLUS
99007426	LARGE CONFERENCE TABLE	\$1,500.00	12/16/2010	BHS	SURPLUS
99007166	CAMERA, DVR FOR SCHOOL BUS	\$975.00	5/21/2010	TRANSPORTATION	SURPLUS
99007719	SHELVES, STAINLESS STEEL	\$750.00	DONATED	RTC	JUNKED
99003383	DESK L-SHAPED	\$750.00	2/7/1988	SPS	SURPLUS
99006701	LAMINATOR	\$1,549.00	5/11/2009	SPS	SURPLUS
99007757	BMI YOUTH MEASURING SYSTEM	\$3,849.00	8/17/2012	SPS	SURPLUS
	TOTAL	\$12,222.99			

Requested By:



MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

2/27/2018

DATE

BOARD CHAIRMAN

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") Commence on the date of execution (the "Effective Date") by and between **LP Live Oak, LLC d/b/a Surrey Place Care Center** ("Facility") and **Suwannee County School Board** ("Institution").

RECITALS

WHEREAS, Facility is a skilled nursing facility licensed in the State of Florida; and

WHEREAS, Institution is currently conducting a curriculum requiring professional practice experience and the use of clinical and non-clinical facilities, and desires to obtain experiential education for students enrolled in the Certified Nursing Assistant, Culinary Arts, Certified Dietary Manager, Patient Care Technician and Licensed Practical Nurse Programs ("Programs"); and

WHEREAS, Facility recognizes the importance of training and educating students, and possesses and is willing to provide the necessary facilities for students' achievement of experience in the practice of Allied Health.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I
RESPONSIBILITIES OF UNIVERSITY**

A. **Institution Responsibilities.** The specific responsibilities of the Institution are:

1 To plan, develop, implement and evaluate the Program at Facility, and to provide Facility with copies of current course outlines, course objectives, and curriculum philosophy.

2 To obtain Facility's consent and any other necessary authorization prior to the implementation of any Program project or activity.

3 To provide qualified faculty (in a number to be agreed upon between the Facility and the Institution) (the "Faculty"), who will be responsible for the assignment and evaluation of all student Program experiences. Upon request of Facility, Institution shall furnish to the Facility proof of educational qualifications and licenses for any such Faculty, if applicable.

4 To appoint a principal liaison between the Institution and the Facility for all matters concerning the Program.

5 To plan with the Facility and mutually agree upon the scheduling of students at the Facility.

6 To require all Faculty to abide by all policies, procedures, rules and regulations of the Facility.

7 To require students participating in the Program to carry professional liability insurance with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Institution will assure that such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the students during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. Institution shall provide Facility with a certificate of insurance evidencing such coverage upon Facility's request. Institution will assure

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that written notice within ten (10) days of any changes, modification, cancellation or non-renewal of student's insurance.

8 To recommend for placement at Facility only those students who have earned a satisfactory record and who have met the minimum requirements established by Institution, and to require that its students:

- a Provide their own housing, transportation, parking, and meals;
- b Abide by all applicable policies, procedures, rules and regulations of Facility and those of state and federal regulatory agencies;
- c Assume the responsibility for personal illness and obtaining medical care for any injuries sustained as a direct or indirect result of his/her affiliation with the Facility;
- d Present medical certification of immunizations, vaccinations and consent to any required physical examinations;
- e Present Basic Life Support certification, where applicable; and
- f Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Conduct or Ethics and the applicable standards of any applicable governmental or healthcare accrediting agencies.

9 During the term of this Agreement, to shall maintain for itself and its Faculty, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Institution further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of Institution and its Faculty during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. Institution shall provide Facility with a certificate of insurance evidencing such coverage upon execution of this Agreement and upon Facility's request. Institution shall give Facility prompt written notice of any change (including cancellation or suspension) of such coverage and, where reasonably possible, shall provide such written notice at least ten (10) days in advance of such change taking effect.

In the event that Institution is a sovereign entity, Institution shall notify Facility of its status and whether the requirements in the first paragraph of this Section 9 are applicable to Institution. In the event such requirements do not apply to Institution, then Institution agrees to maintain for itself, its Faculty and students, a policy of self-insurance providing coverage in an amount not less than the statutory limits and Institution warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the Institution, its Faculty and students during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. Institution shall provide Facility with confirmation of such self-insurance upon execution of this Agreement and upon Facility's request. This Section 9 shall survive for two (2) years after termination or expiration of this Agreement.

10 To secure from each Faculty and student participating in the Program the necessary written documentation that each (a) acknowledges the absolute confidentiality of the information made available to them with respect to Facility's patients and records, as set forth in state and federal laws and regulations; and (b) agrees to obtain Facility's prior written approval in order to publish any material relating to their experience with the Program.

11 To require agreement from its Faculty and students that neither shall represent themselves as agents or employees of Facility.

12 To assume final responsibility for the educational experience and grades of the student.

13 To require its Faculty and students to submit to and provide a criminal background check and drug screen and a check of other databases (e.g. state abuse registries and National Sex Offender Registry) in accordance with federal and state requirements and that is reasonably acceptable to the Facility prior to placement at the Facility or any grant of access to Facility patient records.

14 To require its Faculty and students to provide evidence that he or she has met all applicable requirements of TB Mantoux testing.

B. Confidential Information. Institution and its agents, employees, students and representatives acknowledge that in connection with performance under this Agreement, Institution and its agents, employees, students, and representatives will be privy to and have access to certain patient information and confidential information and trade secrets of Facility, including, without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, Institution and its agents and employees, students and representatives shall not, unless otherwise required by law, divulge, disclose, publicize or disseminate the Confidential Information to any third party and shall not use any of the Confidential Information on its own behalf or with or on behalf of any other entity. The obligations of this Paragraph B shall survive the termination or expiration of this Agreement.

ARTICLE II RESPONSIBILITIES OF FACILITY

A. Facility Responsibilities: The specific responsibilities of Facility are:

1 To accept a certain number of students for participation in the Program. The number shall be determined at the sole discretion of the Facility, based upon Facility's space, patient population, and upon any other considerations as determined by Facility.

2 To provide adequate conference room or teaching space for the Faculty and students.

3 To provide educational experiences and opportunities in accordance with the objectives of the Program as mutually agreed upon by the Institution and the Facility.

4 To provide a liaison officer between Facility and Institution.

5 Facility will not allow students to replace the Facility staff and will not allow students to render service except as identified in the jointly planned clinical experience. A member of the staff of the Facility will supervise contact between a Student and a resident and the Facility will remain responsible for patient care at all times.

6 If required for the clinical or learning experience and depending on the Program, appoint a suitably experienced and qualified licensed professional employee of Facility to service as a preceptor to administer the clinical or learning experience at the Facility ("Preceptor"). The Facility will identify the potential Preceptors, who will be subject to the approval of the Institution and any applicable

governmental or accrediting body. The Preceptor will work closely with the Institution, which will be responsible for coordinating student placements, and will maintain contact with the Institution.

7 Facility will provide the students and the Institution an orientation to the Facility, including, without limitation, its rules, regulations, administrative policies, standards and practices relevant to the Program.

8 Facility will take all measures necessary to guard against improper disclosures of information in its possession regarding the Institution's students who train at the Facility pursuant to this Agreement and will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment.

ARTICLE III MUTUAL RESPONSIBILITIES

A. **Indemnification.** To the extent permitted by applicable law, Institution agrees to indemnify and hold Facility, its agents, servants, and employees harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising in connection with any negligent acts or omissions by Institution in the performance of its obligations under this Agreement. Facility agrees to indemnify and hold Institution, its agents, servants, and employees harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising in connection with any negligent acts or omissions by the Facility in the performance of its obligations under this Agreement.

B. **HIPAA Requirements.** If applicable, each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 and the amendments in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Reinvestment and Recovery Act of 2009 and subsequent regulations, all collectively referred to herein as "HIPAA Requirements". Each party agrees not to use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

C. **Elder Justice Act Abuse Reporting Requirements.** If applicable, each party agrees to comply with the reporting requirements under Section 6703(b)(3) of the Elder Justice Act ("EJA"), a reporting requirement mandated under Subtitle H of the Patient Protection and Affordable Care Act ("PPACA"), which provides that any owner, operator, employee, manager, agent, or contractor ("Covered Individual") of a long-term care facility that receives at least \$10,000 in federal funds annually, must report any reasonable suspicion of a crime committed against any individual who is a resident of, or is receiving care from, the facility. Each covered individual shall report the suspected crime to one or more local law enforcement agencies and to the Secretary of the Department of Health and Human Services (Secretary) or to the agency designated by the Secretary to receive such reports.

The report must be made within two hours of forming a reasonable suspicion that a crime has occurred if there is a serious bodily injury and within 24 hours of forming a reasonable suspicion that a crime has occurred if there is no serious bodily injury. Covered individuals who fail to report shall be subject to a

civil money penalty of up to \$200,000 and may be excluded from participation in any Federal health care program. If a covered individual's failure to report a crime results in further injury to the victim of the crime or results in harm to another individual, the civil monetary penalty may be increased to \$300,000.

A long-term care facility may not retaliate against, discharge, demote, suspend, threaten, harass, or deny a promotion or other employment-related benefit to an employee, or in any other manner discriminate against an employee in the terms and conditions of employment; or file a complaint or a report against a nurse or other employee with a State professional disciplinary agency against the nurse or employee for making a report as required by the EJA. An employee has the right to file a complaint with the Secretary or the agency designated by the Secretary, against a long-term care facility that violates the reporting requirements of the EJA. A long-term care facility that violates the anti-retaliation provisions of the EJA shall be subject to a civil monetary penalty of up to \$200,000 and may be excluded from participation in any Federal health care program for a period of two years.

D. Nondiscrimination. All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or any other status or condition protected by applicable federal, state or local laws. Each party hereto warrants that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances, including but not limited to:

1. Civil Rights Act of 1964;
2. The Rehabilitation Act of 1973;
3. The Fair Labor Standards Act;
4. Equal Opportunity Clause (41 CFR 60.250.5(a); 41 CFR 60-300.5(a); and 41 CFR 60.741.5(a));
5. Affirmative Action Programs (41 CFR 60-1.40(a)(2)); and
6. Other laws that may apply from time to time as amended.

The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR Part 471, Appendix A to Subpart A regarding NLRA compliance.

ARTICLE IV TERM AND TERMINATION

A. Term; Termination. The initial term of this Agreement shall be three (3) years commencing on the Effective Date ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year, unless terminated sooner as provided herein. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intention to terminate. Should notice of termination be given, students assigned to the Program shall be permitted to complete their previously scheduled assignments then in progress at the Facility. Notwithstanding anything to the contrary in this Agreement, any right of Facility that could reasonably be expected to survive termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

B. Participation in Program. Facility may terminate the participation in the Program of any student(s) or Faculty member(s) whose behavior, competency, ability or other conditions, are, in Facility's sole discretion, detrimental to the operation of Facility, and/or to proper rendering of quality care to Facility patients. The Facility will notify the Institution of its actions and the reasons for its actions as soon as reasonably practicable.

ARTICLE V GENERAL PROVISIONS

- A. **Independent Contractor.** Institution's students and Faculty participating in the Program shall not be deemed to be employees, servants, or agents of the Facility, nor shall any person on the staff or administration of Facility be deemed an employee, servant or agent of Institution.
- B. **Proprietary Rights.** Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of this Agreement.
- C. **Notice.** Any notice, demand or consent required or permitted to be given hereunder shall be deemed given if hand-delivered, if sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address set forth below or such other address as either party may designate in writing:

To Facility:	Surrey Place Care Center 110 Southeast Lee Ave Live Oak, FL 32060 Attn: Administrator
With a copy to:	LP Live Oak, LLC c/o Signature HealthCARE Consulting Services, LLC 12201 Bluegrass Parkway Louisville, KY 40299 Attn: Office of General Counsel
To School Board:	Suwannee County School Board 1729 Walker Avenue, SW, Ste. 200 Live Oak, FL 32064

Electronic mail **shall not** constitute written notice.

- D. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- E. **Third Parties.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- F. **No Employee Benefits.** Students assigned to the Facility shall not be considered to be employees of Facility and shall not be covered, by virtue of this Agreement, by any of Facility's employee benefit programs including, but not limited to, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.
- G. **Assignment.** This Agreement cannot be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the

foregoing, Facility shall have the right to transfer this Agreement to its parent corporation, if any, or any of its subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase, or public offering as long as the surviving entity assumes all of that party's obligations hereunder.

H. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

I. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

K. **Electronic Storage of Agreement.** The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

L. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means either an electronic signature or a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

IN WITNESS WHEREOF, Facility and University have duly executed this Agreement on the date first set forth above.

SCHOOL BOARD:

Suwannee County School Board

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

FACILITY:

LP Live Oak, LLC
d/b/a Surrey Place Care Center

By: _____
Sandra L. Adams
Vice President and General Counsel

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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**Career and Technical Education
Tallahassee Community College & Suwannee County School Board
Career Pathways Articulation Agreement
2017-2018**

Articulation is a method of granting college level course credit for learning and skills accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreement will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements and present evidence of the following:

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completion of 9 credit hours in the A.S. or certificate program is required in order for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact who forwards the information to the TCC's Career Pathways contact.
2. TCC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

1. Suwannee County School faculty members and TCC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.
2. Suwannee County Schools and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Suwannee County Schools and TCC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.
4. TCC will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either Suwannee County School Board or Tallahassee Community College through providing thirty (30) days' notice. In the event of a termination, both schools agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Vice President for Academic Affairs of Tallahassee Community College, Dean of Business, Industry and Technology for Tallahassee Community College, District Representative for Suwannee County Schools, the TCC Career Pathways Specialist and others as so designated.

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Administrative Office Specialist</u> -8207310 Digital Information Technology -8212110 Administrative Office Technology 1 -8212120 Business Software Applications 1 -8209510 Digital Design 1 -8212410 Administrative Office Technology 2 -8212420 Administrative Office Technology 3 -8212160 Business Software Applications 2	-Completion of the high school Administrative Office Specialist Program And -Microsoft Office certifications	Pathway credits awarded as: -Microsoft Office Master MICRO017 (Up to 9 credits depending on the MOS cert.) And - CGS2100 Computer Competency (3 credit hours) Up to 12 total college credit hours	-Office Administration, A.S. And/Or -Office Management Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Allied Health</u> -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations - 8417120 Health & Wellness 3 -8417131 Allied Health Assisting 3	-Completion of the high school Allied Health Assisting Program	Pathway credit hours awarded as: -HSC2531 Medical Terminology (3 credit hours) And -EMS1059C First Responder Credential (3 credit hours) Up to 6 total college credit hours	-Health Information Technology, A.S. And/Or -Health Informatics Specialist Certificate And/Or -Medical Coding and Billing Specialist Certificate And/Or -Emergency Medical Services, A.S. And/Or -Emergency Medical Technician Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Digital Design</u> -8207310 Introduction to Information Technology -8209510 Digital Design 1 -8209520 Digital Design 2 -8209530 Digital Design 3 -8209540 Digital Design 4 -8209550 Digital Design 5 -8209560 Digital Design 6 -8209570 Digital Design 7	-Completion of the high school Digital Design program And -CIW Master Designer PROSO004 Or -Adobe Certified Associate Certificate(s)	Pathways credit hours awarded as: -CIW Master Designer cert. Professional Elective (3 credit hours) And -CGS1060 Computer and Internet Literacy Exemption Exam towards electives (3 credit hours) -PGY2801C Photoshop (3 credit hours) And -Up to 3 credit hours applied to program courses depending on Adobe certification presented Up to 12 total college credit hours	-Graphic and Web Technology, A.S. And/Or -Graphic Design Support Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Nursing Assistant, Acute and Long Term Care</u> -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations -8417211 Nursing Assistant 3	-Completion of the high school Nursing Assistant program And -CPR, Emergency Medical Responder EMR NREMT003	Pathways credit hours awarded as: -HSC2531 Medical Terminology Exemption Exam (3 credit hours) - EMS1059C First Responder Credential (3 credit hours) Up to 6 total college credit hours	-Emergency Medical Services (EMS) A.S. And/Or -Emergency Medical Technician Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Engineering Technology/Computer Integrated Manufacturing</u> -8600550 Introduction to Engineering Design -8600520 Principles of Engineering -8600530 Digital Electronics	-Completion of the high school Engineering Tech/Computer Integrated Manufacturing program And -Autodesk Certified User – AutoCAD ADESK011	Pathways credit hours awarded as: -ETD1320 Introduction to CAD (3 credit hours) Up to 3 total college credit hours	-Drafting and Design Technology A.S. Or -Engineering Technology A.S.

IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Chair, Suwannee County School Board

Date

Superintendent, Suwannee County School District

Date

Career & Technical Education Coordinator, Suwannee County Schools

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

2017 - 2018
Career and Technical Education
Career Pathways Articulation Agreement between
Suwannee County School Board through RIVEROAK Technical College and
Tallahassee Community College

Articulation is a method of granting college-level course credit for learning and skills accomplished as part of vocational school instruction. RIVEROAK Technical College and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

Tallahassee Community College will work with RIVEROAK Technical College to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements; select an A.S. or college- credit certificate and present evidence of the following:

1. Successful completion of the articulated technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Successful completion of all applicable developmental classes. Students not requiring developmental classes will earn credit upon acceptance to TCC.
3. At least a 2.00 overall GPA completed if college credit courses have been completed.
4. Completion of the RIVEROAK Technical College program no more than 18 months prior to enrollment at Tallahassee Community College.
5. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completion of 9 credit hours in the A.S. or certificate program is required in order for the career pathway credit to be applied to the college transcript

Procedure

1. The RIVEROAK Technical College Career and Technical Education Director will provide evidence of completion to the designated Tallahassee Community College Career Pathways Specialist.
2. Tallahassee Community College's designated Career Pathways Specialist will issue a letter to students who have successfully completed the RIVEROAK Technical College program as reported by the Career and Technical Education Director.

3. If the student desires to participate in the identified Career and Technical Education program, the student will request that an official transcript be forward to TCC. Students will receive block credit upon submission of the RIVEROAK Technical College transcript.

Conditions of Agreement

1. RIVEROAK Technical College and TCC's faculty will review course textbooks, syllabi and other institutional materials as needed in order to develop articulated programs of study.
2. RIVEROAK Technical College and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. RIVEROAK Technical College and TCC will cooperate in publicizing Career Pathways in order to ensure that students are aware of the opportunities.
4. Tallahassee Community College will not charge tuition for any courses for which a student receives articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee. The articulation committee will be composed of the Principal of RIVEROAK Technical College, the Director of Secondary Schools, the Provost and Vice President of Academic Affairs and the Dean of Business, Industry and Technology.

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Digital Design</u> -8207310 Introduction to Information Technology -8209510 Digital Design 1 -8209520 Digital Design 2 -8209530 Digital Design 3 -8209540 Digital Design 4	-Completion of the high school Digital Design program And -CIW Master Designer PROSO004 Or -Adobe Certified Associate Certificate(s)	Pathways credit hours awarded as: -CIW Master Designer cert. Professional Elective (3 credit hours) And -CGS1060 Computer and Internet Literacy Exemption Exam towards electives (3 credit hours) -PGY2801C Photoshop (3 credit hours) And -Up to 3 credit hours applied to program courses depending on Adobe certification presented Up to 12 total college credit hours	-Graphic and Web Technology, A.S. And/Or -Graphic Design Support Certificate

Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Administrative Office Specialist</u> <u>PSAV 1050 clock hours</u> - OTA0040 Information Technology Assistant - OTA0041 Front Desk Specialist - OTA0030 Assistant Digital Production Designer - OTA0043 Administrative Office Specialist	-Completion of Technical Center Administrative Office Specialist program (1050 hours)	Pathways credit hours awarded as: -MNA2021 Human Relations (3 credit hours) -GEB1011 Introduction to Business (3 credit hours) -MNA2130 Business Writing (3 credit hours) -TBA (3 credit hours) Up to 12 total college credit hours	-Office Administration A.S.

Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Medical Administrative Specialist</u> <u>PSAV 1050 Clock hours</u> - OTA0040 Information Technology Assistant - OTA0041 Front Desk Specialist -OTA0631 Medical Office Technologist - OTA0651 Medical Administrative Specialist	-Completion of Technical Center Medical Administrative Specialist PSAV program (1050 hours) And -MOS Certified Application Specialist Certification(s)	Pathways credit hours awarded as: -MNA2021 Human Relations (3 credit hours) -GEB1011 Introduction to Business (3 credit hours) -MNA2130 Business Writing (3 credit hours) -TBA (3 credit hours) Up to 12 total college credit hours	-Office Administration A.S.

IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

Date

Chair, The District Board of Trustees,
Tallahassee Community College, Florida

Date

President, Tallahassee Community College

Date

Dean, Technology and Professional Programs,
Tallahassee Community College

Date

Chair, Suwannee County School Board

Date

Superintendent, Suwannee County School District

Date

Director, RIVEROAK Technical College

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Panhandle Area Educational Consortium
Participating District Focus Software License Agreement

THIS AGREEMENT is entered into by and between the School Board of Suwannee County, 1729 Walker Ave, SW, Suite 200, Live Oak, FL 32064, hereinafter referred to as "the District", and PAEC, 753 West Boulevard Chipley Florida 32428, hereinafter referred to as "PAEC".

The Agreement will commence November 1, 2017 and will continue until October 31, 2020. PAEC's Executive Director or his /her designee will direct the activities of the Agreement.

The District agrees to compensate PAEC according to the fee calculation defined below in the terms of service. The payment schedule will be upon receipt of invoices. The invoice should be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428.

Terms of service include:

1. Lease of a Student Information System (SIS) software license subject to the terms and conditions of PAEC's master agreement with Focus School Software, LLC entitled "Amended Software License Agreement" (Attachment A) and the SIS Product Schedule (Attachment B). The District acknowledges that maintenance and support from PAEC for the SIS are not included in this Agreement and is provided under a separate agreement between PAEC and the individual schools districts. In the event, a Participating District terminates their contract with PAEC Student Data Services, PAEC is no longer obligated to provide the district services.
2. Invoice the District annually for software license fees for remittance to Focus School Software, LLC. Fee schedule shall be Year 1: \$4.20/FTE for the SIS license; Years 2-3: \$3.75/FTE for the SIS license and \$1/FTE for Hosting services in Years 2-3. Annual FTE calculation will be based on current year FEFP 3rd calculation reports from the Florida Department of Education and unduplicated prior year WDIS Summer and WDIS Fall/Winter.

The District hereby agrees to:

1. Abide by all obligations for "Participating Districts" and/or "Licensees" defined in Attachments A and B of this agreement.
2. Execute a copy of the SIS Product Schedule (Attachment B) and return along with an executed copy of this agreement.
3. Comply with Section 1002.22 and all state and federal laws and regulations governing the confidentiality of student information and records when using any of the Products governed by this agreement.
4. Provide PAEC Executive Director and Focus School Software at least ninety (90) days' written notice of intent to terminate this Agreement for the Focus SIS software license, with a copy of the Notice to be sent to the PAEC Finance Office.

The District acknowledges the following:

This Agreement is subject to 2 CFR 200 Code of Federal Regulations.

No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem PAEC ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

PAEC, as the contracting entity, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at PAEC's risk assuming full responsibility for completion of services stipulated. PAEC is the party providing the services; the District is the party receiving the services and providing the payment for the services. This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- c. A provision allowing unilateral cancellation by the agency for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the Contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

(1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Agreement is also subject to the Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the District to any books, documents, papers, and records of PAEC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. PAEC understands that the District will give PAEC thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by PAEC, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000; PAEC understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in funding. PAEC understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

IN WITNESS WHEREFORE, the parties have executed this Agreement and signing, thereby validating this Agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee**Contractor**

Ted L. Roush, Superintendent
Suwannee County School Board

Herbert J. Taylor, Superintendent
Washington County School Board

Date

Date

Jerry Taylor, Chair
Suwannee County School Board

John T. Selover
PAEC

Date

Date

59-6000872 "Approved as to Form and Sufficiency" 59-6000898
Federal ID#

BY _____

WCSB Date: January 8, 2018

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

PAEC Database #18-180

"ATTACHMENT A"



AMENDED SOFTWARE LICENSE AGREEMENT

Between: Focus School Software, LLC
 ("Focus") 475 Central Ave.
 St. Petersburg, Florida

And: Panhandle Area Educational Consortium,
 ("PAEC") 753 West Boulevard, Chipley, Florida 32428

This Focus/SIS Master License Amended Agreement PAEC SIS-001 ("Amended Agreement") governs the licensing of proprietary computer programs and corresponding documentation (collectively the "Product" or "Focus Product") as provided by Focus to individual school districts that are participating districts ("Participating Districts" or "Licensee") of PAEC and supersedes the Software License Agreement entered into between Focus and PAEC on March 1, 2011, and all amendments and addendums entered into prior to the effective date of this Amended Agreement. The licensing of a given Product is subject to the terms of a Product Schedule executed by the parties hereto, which is incorporated into this Amended Agreement by reference and which defines the corresponding license type, term, fees, and any relevant limitations to such license ("Product Schedule"). This Amended Agreement does not by itself commit a Participating District to license any Product. Rather, this Amended Agreement merely sets forth the terms and conditions that will govern the licensing of Products to Participating Districts as a result of the execution of a Product Schedule by Focus and PAEC.

- 1) LICENSE: Focus grants to PAEC and the Participating Districts ("Licensees"), a non-exclusive, non-transferable, non-sublicense-able, worldwide license to use a given Product in accordance with this Amended Agreement and any additional terms contained in a Product Schedule as follows:
 - a) LIMITATIONS ON USE: The Product shall be used only as specified in the Product Schedule and, except as set forth in such Product Schedule, only for Participating Districts' operations for the processing of their own data.
 - b) LIMITATIONS ON ASSIGNMENT: Neither PAEC or Participating Districts may assign this Amended Agreement or any of its rights or interests hereunder to any other party, except as expressly provided herein. With prior written approval from Focus, which shall not be unreasonably withheld, PAEC may assign this Amended Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to: (i) PAEC's successor pursuant to a merger, reorganization, consolidation, or sale; or (ii) an entity that acquires all or substantially all of that portion of PAEC's assets or business for which the Focus Product is being used. Focus may assign this Amended Agreement to an affiliated entity arising through creation of a subsidiary, change in corporate form, merger with another entity, or acquisition by a third party of the stock or



substantially all of the assets of Focus, provided that such successor in interest shall be bound by all of the rights, terms, conditions and obligations hereunder. Any attempted assignment or delegation in contravention of this Section shall be null and void, and of no force or effect. This Amended Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of Focus and PAEC.

- c) **REBRANDING PROHIBITED:** Unless otherwise agreed to by Focus in writing, Licensees shall not remove the Focus logo from the product or attempt to re-brand the Focus-SIS product in any fashion. Upon approval by a Participating District, which approval shall not be unreasonably withheld, Focus will include a Participating District's logo on Focus products licensed to the Participating District pursuant to this Agreement and the Product Schedule.
 - d) **THIRD PARTY LICENSES:** PAEC and the Participating Districts acknowledge that a given Product may contain code libraries or controls created by third parties and licensed by Focus.
 - e) **FORMAT AND DISTRIBUTION:** Unless otherwise specified in the corresponding Product Schedule, a given Product will only be supplied in machine-readable object code.
 - f) **DOCUMENTATION:** Focus will provide Participating Districts with the Product documentation according to the applicable Product Schedule through electronic download, unless otherwise requested by a Participating District. Participating Districts may use the documentation as is reasonably necessary for use(s) permitted by this Agreement without additional charge.
 - g) **INSTALLATION TRANSFERS.** If a Participating District is subject to restrictions on the number or locations of the computer on which the Product may be installed, that Participating District is entitled at no additional charge and with prior approval from Focus, which approval will not unreasonably be withheld, to transfer the Product (subject to such use restrictions): (i) from one computer to another or (ii) from one installation site to another.
- 2) **AGREEMENT:** Both Focus and Licensees agree upon mutually executing this agreement along with The Panhandle Area Educational Consortium SIS PRODUCT SCHEDULE (Appendix A) that the following agreements shall become dissolved:
- o Software License Agreement between PAEC and Focus effective March 1, 2011 and all addendums including:
 - o Late Payment and Custom Software Addendum effective May 28, 2013
 - o Revised Custom Software Milestones Addendum, Annual Maintenance and Support Fee Addendum, and Overall Fee Calculation Addendum -effective September 18, 2013
 - o Second Amendment to Addendum D Custom Software effective June 16, 2016



- a. Focus will allow PAEC to extend current \$2.75 / FTE finance annual support fees on an annual basis with no contract term if usage of the system extends past August, 2017 and Focus will bill PAEC by individual Participating District for any Participating District that elects this option.
 - b. Focus will agree to allow PAEC to terminate support for implemented Finance modules on the August anniversary of their Finance support agreement without incurring additional support costs for fiscal year 2017-18. Focus will enter into separate agreements with those Participating Districts still using Focus Finance software after the anniversary of the support agreement, under which agreements Focus will charge a monthly prorated annual maintenance fee and will directly invoice such Participating Districts.
 - c. PAEC shall be charged Focus' standard non-bundled rate of \$4.20 per FTE for SIS which includes hosting for year 1, Years 2-3 the rate will be reduced to \$3.75 per student plus \$1.00 per student for hosting which includes a hosting discount to Annual Maintenance of \$0.45 per student for those Participating Districts that discontinue use of the Focus finance modules, starting at the month they discontinue annual maintenance payments for finance modules. Focus will pro-rate bundled and non-bundled pricing for any Participating District that discontinues finance annual maintenance in the middle of the support year.
 - d. PAEC will not prohibit or discourage any Participating District from using FSS for Finance/ERP if it so chooses.
 - e. PAEC will provide FSS with a list of Board of Directors and SIS advisory board meeting dates and shall maintain open lines of communication with FSS as related to product concerns.
 - f. PAEC will, in good faith, afford Focus the same opportunities as Focus' competitors for sales demonstrations of products or services.
 - g. PAEC will be responsible for payments through the last date of use for any Participating District that chooses to cease using Focus SIS.
- 3) TITLE AND PROPRIETARY RIGHTS: PAEC, on its own behalf and on behalf of Participating Districts, acknowledge that a given Product constitutes the trade secret and proprietary information of Focus and title to such Product shall at all times remain with Focus. Focus or its successor shall retain the title and full ownership rights and obligations to the Product. Neither PAEC nor Participating Districts shall take any action that knowingly infringes upon the ownership, copyright, trademark, and patent rights of Focus.
- 4) CONFIDENTIALITY: PAEC, on its own behalf and on behalf of Participating Districts,



agrees that a given Product received shall be treated as the confidential property of Focus, and neither PAEC nor its Participating Districts shall disclose or otherwise distribute such Product to anyone other than PAEC's and Participating Districts' authorized employees, users or assignees. Neither PAEC nor Participating Districts shall permit anyone except its authorized employees, users or assignees to have access to such Product. Except for archival purposes, neither PAEC nor Participating Districts shall make or knowingly allow others to make copies or reproduce any part of such Product in any form without the prior written consent of Focus. Neither PAEC nor Participating Districts shall remove or destroy any proprietary markings of Focus. Under no circumstance shall PAEC or Participating Districts reverse compile, reverse assemble or otherwise reverse engineer such Product. The obligations of this Section shall survive the termination of this Agreement or any provision thereof.

- 5) ACCEPTANCE: A given Product shall be deemed accepted by a Participating District upon execution of the Product Schedule.

- 6) PAYMENT AND TAXES: All accounting and invoicing correspondence must reference a purchase order number. PAEC will comply with the Local Government Prompt Payment Act (ss. 218.70-218.80, Fla. Stat.). Invoices will be sent to PAEC twice a year, half due on October 1 of each year, and the remaining half on January 1 of each year. All payments due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1.0%) percent per month on the unpaid balance.

- 7) MAINTENANCE AND SUPPORT: During the time that the Product is under license according to an applicable Product Schedule and PAEC and Participating Districts are current on all license and maintenance fees, Focus will provide email and telephonic support for such Product. Focus will also make generally incorporated improvements and enhancements that are not designated as options, available to Participating Districts at no additional charge. If a malfunction corrected by Focus was due to anyone other than Focus's or its agents' actions, omissions or modification of such Product, then in the event of the negligence or willful misconduct or misuse of such Product by a Participating District, use of such Product in an operating environment other than that specified by Focus, or any failure by a Participating District to implement any improvements or updates to such Product as supplied by Focus at no additional charge, Focus is not obligated to fix the malfunction. If Focus does so, PAEC agrees to pay Focus' standard time and materials rates plus expenses for the services Focus provided in making the change or correction. Prior to imposing a charge for a malfunction or misuse of a product, or for not implementing improvements or updates to Product supplied by Focus, Focus shall give PAEC and the Participating District in question at least ten (10) working days' notice and an opportunity to make any corrections or issue approvals, before such charges will be levied. Maintenance and support from PAEC for the SIS is provided under a separate agreement between PAEC and individual school districts. In the event a Participating District terminates their contract with PAEC Student Data Services, PAEC is no longer obligated to provide the district services. PAEC will provide notice to FSS



within five business days of PAEC's receipt of a Participating District's written notice of intent to terminate the contract for support from PAEC Student Data Services.

- 8) OLDER PRODUCT VERSIONS: PAEC, on its own behalf and on behalf of its Participating Districts, acknowledges that Focus reserves the right to discontinue support for older versions of a Product with one hundred twenty (120) days written notice to Licensees.
- 9) PRODUCT ENHANCEMENTS AND TRAINING:
 - a) NATURE OF SERVICES: Unless otherwise agreed to within a Product Schedule, the Parties hereto agree that the services performed by Focus's employee(s) or its agents or contractors pursuant to any Product Schedule for services shall NOT be considered "work made for hire" as defined in 17 USC Section 101 (the Copyright Act) of the United States Code (including subsequent renumbering and successor statutes) and all intellectual property rights in all materials provided by Focus and in any work product resulting from the Focus's services, including, but not limited to, ideas and/or software products and/or modifications to software products shall, automatically and without charge, be assigned to Focus, and/or be and remain exclusively vested in Focus. However, any work product resulting from the Focus services and other materials provided by Focus as part of Focus services shall, for purposes of establishing Participating Districts' right to use such work product and materials, be considered part of the Product(s) licensed from Focus that is associated with such work product and materials and Participating Districts' use of such work product and materials shall be subject to its license for such associated Focus Product(s).
 - b) RATES AND OUT OF POCKET EXPENSES: PAEC will pay Focus for services on a time and materials basis at the rates set forth in a Product Schedule for services.
 - c) ANTI-SOLICITATION OF EMPLOYEES : For a period of eighteen (18) months after termination of this Agreement, Focus shall not hire (as employee, consultant, independent contractor, or otherwise) any employee of PAEC or Participating Districts who worked with Focus on the performance of this Agreement, nor shall Focus directly or indirectly solicit, or induce or assist any third party in soliciting or inducing any such employee of PAEC or its Participating Districts to leave his or her employment. For a period of eighteen (18) months after termination of this Agreement, neither PAEC nor any Participating District shall hire (as employee, consultant, independent contractor, or otherwise) any employee of Focus who worked with PAEC or Participating Districts on the performance of this Agreement, nor shall either PAEC or a Participating District directly or indirectly solicit, or induce or assist any third party in soliciting or inducing any such employee of Focus to leave his or her employment. In the event PAEC, a Participating District, or Focus



breaches its obligations pursuant to this Section, the breaching party agrees to pay, as liquidated damages and not as a penalty, an amount equal to one hundred percent of such employee's first year salary/wages/other compensation with the party or third party (including bonuses, contract fees, and deferred income of any kind) within thirty (30) days' notice from the non-breaching party of each such breach.

- 10) INTELLECTUAL PROPERTY INFRINGEMENT: Focus warrants that it has all rights necessary to grant the licenses and perform the services provided hereunder and that no Product or service will infringe the copyright, patent, trademark or other intellectual property rights of any third party. This warranty shall run indefinitely. Focus agrees to defend and pay any judgment or, at its exclusive option, settle, any action at law against PAEC or its employees alleging that PAEC's use of a given Product under this Agreement infringes any copyright, patent, trademark or other intellectual property rights of any third party ("Action"). Focus shall control the defense and any related settlement negotiation of any Action(s). PAEC shall promptly give notice of any such Action(s) and fully cooperate with Focus, at Focus's expense, in the investigation, preparation, defense and settlement of each such Action. Focus agrees to hold PAEC harmless in the event of a copyright, patent, trademark or other intellectual property right dispute regarding its use of such Product. Focus will not be obligated to indemnify PAEC under any settlement made by or on behalf of PAEC without Focus's written consent. Further, Focus will not be obligated to indemnify PAEC in the event PAEC fails to provide reasonable notice of a claim as required herein, or fails to reasonably cooperate with Focus in the defense of any such claim. If, in Focus's opinion, any Product is infringing or may be held to be infringing, Focus may, at Focus's option (a) modify the Product to make it non-infringing, (b) replace the Product with a non-infringing equivalent, or (c) require that PAEC and Participating Districts return such Product and in such cases, Focus will give PAEC a pro-rated refund of all license fees paid for such Product on a five-year, straight-line depreciation basis. The obligations of this Section will not apply if the infringement is caused by (a) modification of the Product by PAEC or a Participating District (b) knowing or willful misconduct of PAEC or a Participating District that creates the infringement, (c) misuse of the Product by PAEC or a Participating District that creates the infringement, (d) use of the Product other than in the specified operating environment, (e) failure by Participating Districts to implement any improvements or updates to the Product as supplied by Focus, or (f) the combination of the Product with any materials, equipment, software, or hardware not provided by Focus or its agent contrary to specifications in the Documentation or Product Schedule. This Section describes PAEC and Participating District's sole remedy, and Focus's entire liability, for any claims of infringement.

11) LIMITATION OF LIABILITY:

- a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL FOCUS OR ITS AFFILIATES BE LIABLE TO PAEC AND PARTICIPATING DISTRICTS FOR ANY



CLAIM BASED UPON A THIRD PARTY CLAIM (EXCEPT AS SET FORTH ABOVE IN SECTION 10) OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF FOCUS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b) **LIABILITY CAP:** PAEC and Focus agree that PAEC and Participating Districts' liability for copyright infringement and Focus' liability for damages, if any, shall not exceed three times the charges under the applicable Product Schedule to Focus by Licensees during the twelve (12) months immediately preceding the date when the alleged damages began. Such limitation does not apply to the obligations under Section 10.
 - c) Focus agrees to indemnify, hold harmless and defend PAEC and Participating Districts from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Focus arising out of or in connection with the provisions of this Agreement, subject to the Liability Cap set forth herein.
- 12) **DISPUTE RESOLUTION:** In case of any dispute arising or related to this Agreement or Product Schedule(s), Focus, PAEC, and Participating Districts, by mutual agreement, shall attempt to resolve any dispute informally and through mediation, prior to either party filing a lawsuit.
- a) **MEDIATION:** In the event of a dispute, Focus, PAEC, and Participating Districts shall first attempt to resolve the matter through discussion and exchange of information. In the event such informal settlement discussions are unsuccessful, Focus, PAEC, and Participating Districts shall submit the dispute to mediation prior to commencing any legal action against each other. Focus and PAEC, both on its own behalf and on behalf of Participating Districts, agree that, in the event of a dispute, either Party may send a notice demanding mediation, after which the Parties shall mutually agree within ten (10) days to the selection of a mediator, and mediation shall be conducted as soon as reasonably practicable, but in no event later than sixty (60) days from the date of the notice. Mediation shall be conducted before a Florida-certified mediator in the State of Florida located in Washington County, unless otherwise mutually agreed by the Parties. All proposals and information exchanged as well as discussions during the informal settlement discussions and during the mediation process will be considered settlement discussions and proposals, are confidential and will be inadmissible in any subsequent proceedings, and shall



be maintained by the PAEC and Participating Districts in a manner that ensures such information remains exempt from disclosure under the Florida Public Records Act (Ch. 120, Fla. Stat.) to the greatest extent allowed by law.

- b) **LEGAL ACTION:** In the event the Parties are unable to resolve any dispute through mediation, the Parties may pursue all claims based on such dispute as provided by law. The Parties consent to the exclusive personal jurisdiction of the Circuit Court in Washington County, Florida, which court shall provide the exclusive venue for any action arising hereunder, unless another forum is mutually agreed to by the Parties.
 - c) **ATTORNEY'S FEES:** In any action arising from or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including on any appeal.
 - d) **WAIVER OF JURY TRIAL: THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR OTHER LITIGATION RESULTING FROM OR RELATING TO THIS AGREEMENT.**
- 13) **TERMINATION:** Focus or PAEC may terminate this Amended Agreement if the other Party or a Participating District commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice from the non-breaching Party. PAEC's failure to pay any amount after receiving notice that the amount is delinquent shall be considered a material breach of this Amended Agreement.
- a) **NON-APPROPRIATION:** In the event of non-appropriation or nonexistence of the funds necessary for Participating Districts to meet their obligations under this Amended Agreement for any particular school year, PAEC may terminate the Product Schedule and its obligations under this Amended Agreement by providing a minimum of thirty (30) days' notice prior to the commencement of the affected school year. In the event a Participating District chooses to no longer participate with Focus, PAEC shall provide Focus with at least sixty (60) days' notice. All restrictions and obligations stated in this Agreement shall apply to the Participating district that chooses to no longer participate.
 - b) **OBLIGATIONS:** Unless otherwise provided in a separate agreement between Focus and a Participating District, upon the expiration or termination of this Amended Agreement, PAEC, on its own behalf and on behalf of Participating Districts, shall certify in writing that the Product and all copies and/or partial copies of the Product have either been returned to Focus or otherwise destroyed and deleted from all Participating Districts' computer libraries or storage devices and are no longer in use by any Participating District. Termination of this Amended Agreement under this section does not excuse PAEC from payment for all Products and services that had already been



delivered as of the date of Termination.

- c) **SURVIVAL:** Any terms of this Amended Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.
 - d) **NO WAIVER:** The waiver by Focus or PAEC of a breach of any provision of the Amended Agreement shall not operate or be construed as a waiver of any subsequent breach. This paragraph shall not be regarded as a waiver of any other rights or remedies to which the Parties may be entitled.
 - e) Participating Districts may choose to terminate their participation in this Amended Agreement upon ninety (90) days' notice to both PAEC and Focus, without penalty, as long as all applicable fees have been paid. All restrictions and obligations stated in this Agreement shall apply to the Participating district that chooses to no longer participate.
- 14) **OUTSOURCED HOSTING:** Participating Districts may outsource the hosting of the Products to a third party service provider ("Outsource Provider"), provided that such Outsource Provider executes a written agreement with Focus, acceptable to Focus, to protect the rights of Focus in the Products, prior to a Participating District allowing the Outsource Provider any access to the Products.
- 15) **DISASTER RECOVERY:** Subject to any limitations in an applicable Product Schedule, Participating Districts may install and use the Products for testing, backup and temporary production purposes and for disaster recovery testing and operations at a location wholly owned and operated by a Participating District or by an authorized Outsource Provider.
- 16) **ESCROW:** Focus has deposited a copy of the source code for the Products with Iron Mountain, Inc., 235 DeKalb Industrial Way, Decatur, Georgia 30030-2203. With each new release of the Product, Focus will deposit an updated copy of the source code with the escrow agent. The source code will be held in escrow and in the event Focus is liquidated, dissolved or ceases to carry on business on a regular basis in a manner which allows it to fulfill its maintenance and support obligations and said software and support obligations are not assumed by a successor or assignee, PAEC will, upon payment of the applicable duplication cost and other handling charges of the escrow agent, be entitled to a copy of such source code from the escrow agent, provided the PAEC is then current in the payment of all fees for maintenance, support, products and services due to Focus. Any such source code shall be used for the sole purpose of performing maintenance of the Product and keeping it operable for use pursuant to a valid license, and subject to PAEC's and Participating District's agreement to keep the material strictly confidential and not to disclose it to any third party. PAEC, Participating Districts, and their employees, agents or representatives shall not, in any manner, use or dispose of the source code in violation of this Agreement.



- 17) INSURANCE: Focus shall, prior to performance, provide PAEC with a Certificate of Insurance showing evidence of insurance in place with the following minimum limits: Liability -- \$1,000,000 minimum and Property -- \$1,000,000 minimum. In lieu of the previous: Combined Single Limit (CSL) -- \$1,000,000. The Certificate of Insurance shall name PAEC as "Certificate Holder" and "Additional Insured".

- 18) WORKERS' COMPENSATION: As required by Florida Statute 440, Focus shall take out and maintain during the life of this Amended Agreement, Workers' Compensation Insurance. Coverage shall be for all of its employees connected with the provision of goods and services of this Amended Agreement. Focus shall require all its subcontractors to provide Workers' Compensation Insurance for its employees unless Focus chooses to cover such employees. Focus also agrees to supply evidence of such coverage to PAEC with the execution of this Amended Agreement. Focus agrees to indemnify and to hold harmless PAEC from and against all liability that may arise out of the performance of this Amended Agreement unless such liability shall be a direct or proximate result of the negligence of PAEC, Participating Districts, or their agents or employees.

- 19) STUDENT RECORDS: Notwithstanding any provision to the contrary within this Agreement, Focus shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Focus agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless PAEC and its officers and employees for any violation of this section, including, without limitation, defending PAEC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon PAEC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon PAEC arising out of a breach of this covenant by Focus, or an officer, employee, agent, representative, contractor, or sub-contractor of Focus to the extent that Focus or an officer, employee, agent, representative, contractor, or sub-contractor of Focus shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. Likewise, PAEC shall comply (and require that the Participating Districts comply) with Section 1002.22 and all state and federal laws and regulations governing the confidentiality of student information and records when using any of the Products governed by this Agreement, and shall indemnify and hold harmless Focus from any violation of such law and regulations by PAEC or any of its Participating Districts. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- 20) COMPLIANCE WITH LAWS: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

- 21) SUPPORT: Focus will provide help desk support from 7am-6pm Monday-Friday. Focus



will provide on-call support Monday-Friday 6pm-10pm. Focus will provide on-call support during scheduled holidays as well as Saturday – Sunday at two hour intervals from 7am – 10pm. Only defined (no more than six) PAEC support team will contact Focus help desk. Participating Districts will be copied on tickets specific to their districts and may reply to tickets as needed. On a priority 1 urgent issue, Focus should resolve or provide a work around within 24 hours of clock time after receiving the call or ticket from PAEC. A priority 1 urgent issue is defined as a system failure that blocks completion of a system transaction or corrupts system data and has no workaround. A penalty of \$2,500 per day will be levied until the issue is resolved after 48 hours of the reported issue.

22) HOSTING ENVIRONMENT:

- a) All data center(s) utilized in the performance of this Agreement must be SSAE16 certified. Proof of SSAE16 compliance will be provided in writing to LICENSEE point of contact within sixty (60) days of Amendment execution. Such proof of certification for each data center that is utilized in the performance of this Agreement will then be provided upon request.
- b) Server Uptime
Focus commits to provide 99.7% uptime for all servers, Focus has disaster recovery plan to put back the application online within maximum twenty-four (24) hours with no data loss.
- c) Response Time standards
The Response Time Standards expectation is defined as the percentage of time the Service respond to inquiries by District's end users. Focus will maintain the Service such that District's users will have a Response Time within three (3) seconds between requests being received at the point of entry into Focus's System and the point of exit from Focus's System. The Minimum Threshold shall be a monthly response performance average of not less than 98%. Response Time excludes any user requests for reports, data aggregation (such as needs for Scheduling or any data intensive needs, other than day to day data entry) or District Wide search processes.
- d) Disaster Recovery
Focus will keep nightly backups for one (1) month, monthly backups for a year, every year of the Agreement, and yearly backups infinitely, so long as the license is active. These backups are copied to an out-of-state data center in case of a disaster. Focus will also enable functionality for LICENSEE to securely download a full backup of all data, including database files and source code, at will. Focus will real-time replicate to a separate data center accessible by the LICENSEE for Disaster Recovery, integration, and reporting purposes. In addition to a production environment, Focus will maintain development and test environments and historical data environments as required by the Florida Department of Education, Auditor General and LICENSEE including migration



of all existing environments currently maintained in LICENSEE's data center.

- 23) MINIMUM REQUIRED SECURITY CONTROLS: Focus must maintain internal security controls which protect the confidentiality, integrity and availability of data and IT resources. These controls at a minimum must include:
- a) All Focus and PAEC user access privileges should be appropriate and necessary for their business functions and process requirements as they related to supporting and troubleshooting the software.
 - b) All changes to Focus and PAEC employee access rights (creation, modifications and deletions) are to take effect at appropriate times, and based only on approved and documented transactions through the change control access authorization process and approved by designated management individuals in Participating Districts.
 - c) All Focus and PAEC user accounts must be separate and unique, not shared.
 - d) Focus and PAEC must perform minimum annual review of their staff user accounts and related privileges in the participating districts system.
 - e) Only PAEC and Participating Districts should be able to Approve Focus staff to originate transactions or corrections to database records in the production system.
 - f) Focus and PAEC user accounts must meet all of the same password control requirements as Participating District user accounts as they relate to password length, change interval, minimum age, reuse, complexity, maximum sign-on attempts, and time-out as defined below:
 - 8-character minimum character length
 - Complex composition requirements (combinations of letters, numbers, special characters)
 - 60-day change interval
 - Password reuse restrictions- restricting a user from using the previous 6 passwords
 - Masking - a masked password would show ***** on the screen
 - Deactivating an account after an incorrect password has been entered a set number of times - 5 invalid access attempts
 - Disabling features that all passwords be stored in clear text or using reversible encryption
 - g) Any database actions performed by privileged PAEC or Focus personnel should if possible should be performed through run query or through built in Focus tools that provide logging. Actions performed by non-district employees should always be authorized by a district employee

- 24) OWNERSHIP OF PARTICIPATING DISTRICT DATA AND PUBLIC RECORDS:
Data stored in the student information system is wholly owned by the Participating District.

Pursuant to Section 119.0701, Florida Statutes, Focus shall (a) keep and maintain public



records relating to performance under this Agreement; (b) upon request of PAEC or a Participating District, provide PAEC or the Participating District with a copy of public records within Focus' custody; (c) 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 Agreement; and (d) upon expiration or termination of the Agreement, transfer to PAEC, at no cost, or to Licensees, all public records in Focus' possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored by Focus electronically must be provided to PAEC in a format that is compatible with PAEC's information technology systems. In compliance with section 119.0701, Focus shall refer any public records request it receives to PAEC for a response.

Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF FOCUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT SHALL CONTACT:

PAEC Public Records Custodian
753 West Boulevard
Chipley, FL 32428
877.USE.PAEC

25) GENERAL:

- a. **MODIFICATION:** No alteration or modification of this Amended Agreement or any Product Schedule shall be valid unless made in writing and signed by Focus and PAEC.
- b. **SEPARABILITY:** If any provision of this Amended Agreement or any Product Schedule is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect in such jurisdiction to the fullest extent permitted by law and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.
- c. **NOTICES:** Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address in a Product Schedule, or at such other address as shall be given by either Party to the other in writing.
- d. **GOVERNING LAW:** The laws of the State of Florida govern this Amended Agreement.
- e. **AUTHORITY TO SIGN:** PAEC warrants that the person signing this Amended Agreement and the person signing each Product Schedule for PAEC is

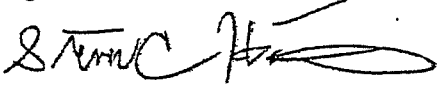


authorized to do so, and that PAEC has obtained all internal and external approvals and resolutions necessary to enter into each Product Schedule and make it binding on PAEC and Participating Districts.

- f. NO THIRD PARTY RIGHTS: With the exception of the Participating Districts, this Amended Agreement does not create, confer, or otherwise grant rights for the benefit of any third party, creditor, or supplier or incidental beneficiary of PAEC.
 - g. HEADINGS: The Parties acknowledge that the headings used in this Amended Agreement are for convenience purposes only and shall not be construed to define or limit the Parties' rights and remedies hereunder.
 - h. ENTIRE AGREEMENT: This Amended Agreement, together with Product Schedule(s) and any other supplement attached thereto, constitutes the entire agreement between Focus and PAEC in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by PAEC.
- 26) This Amended Agreement shall become effective on the date fully executed by Focus and PAEC.



By affixing their signatures below, the Parties agree to be so bound as to the terms of this Agreement.

ACCEPTED BY PAEC:	ACCEPTED BY FOCUS:
Signature	
Print Name Herbert J. Taylor	
Title Superintendent of Washington County Schools	
Date	
Signature	Signature 
Print Name John T. Selover	Print Name Steven Harnois
Title Executive Director	Title Director of Operations
Date	Date 12/4/17



"ATTACHMENT B"

Panhandle Area Educational Consortium SIS PRODUCT SCHEDULE
"Appendix A"

This Product Schedule is hereby incorporated into AMENDED SOFTWARE LICENSE Number PAEC SIS-002 ("Amended Agreement") as executed by Focus School Software, Inc., ("Focus") and Panhandle Area Educational Consortium ("PAEC") as listed below. In accordance with the provisions of this Product Schedule and the Amended Agreement and subject to compliance by the individual school districts that are participating districts ("Participating Districts") of PAEC identified herein with both this Product Agreement and the Amended Agreement, Focus grants PAEC and its Participating Districts a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Amended Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein.

Focus School Software Student Information System

Product(s) & Designated Hardware License Scope & Capacity	Base Program: Grading Transcript and Report Cards, Discipline, Scheduling, Registration, Online Enrollment, Student Demographic, Assessment, Florida State Reporting, Student Billing, User Management Teacher Programs: Attendance, Gradebook, Discipline. Parent and Student Portals. All modules are inclusive but not limited to the associated reports, ad-hoc reports, and built in functions necessary for the successful operation of the Student Information System and must meet all requirements set forth by FLDOE for the Student Data System.
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In addition: Assessment Analysis, Ad Hoc Reporting, Parent /Student Portal, FL State Reporting, First Year Support & Maintenance

License Site**Address Site****License Type**

Focus/SIS - Any computer(s), at the License Site listed below.

General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.

Licenses Served

Special Limitations - If any.

Other restrictions apply as listed in this Product Schedule.

Site URL designated by Participating Districts.

753 West Boulevard, Chipley, Florida 32428

Term License

As of the execution of this Product Schedule and the Amended Agreement, the following are Participating Districts: Calhoun, Franklin, Gulf, Holmes, Jefferson, Liberty, Suwannee, Taylor, Wakulla, Walton, Washington/OYDC,



FAU, and FAMU.

Other Participating District may be added by mutual agreement of Focus and PAEC through written amendment of this Product Schedule

Maintenance and support from PAEC for the SIS is provided under a separate agreement between PAEC and individual school districts. In the event a Participating District terminates their contract with PAEC Student Data Services, PAEC is no longer obligated to provide the district services. PAEC will provide notice to FSS within five business days of PAEC's receipt of a Participating District's written notice of intent to terminate the contract for support from PAEC Student Data Services.

License Term

The term of this Amended Agreement is for three (3) years, beginning on November 1, 2017 and ending October 31, 2020, and is subject to the termination provisions of the Amended Agreement. Licensees shall have the option of renewing this agreement for additional one (1) year renewals, if written notice is provided to Focus at least thirty (30) days prior to the expiration of the Amended Agreement or any renewal thereof.



License **Waived**
Fee (Transferred from original Agreement entered into on March 1, 2011) **Rates for Services**

	Service	Rate
	License Fee to add Non Focus Districts (Per FTE)	\$18.00 \$1,800.00
	Project Management	. . . 0
Services	Training	\$1,200.00
	Data Migration & Cleansing	\$1,800.00
	Post Go-Live On-Site Support	\$1,200.00
	Focus Certification Training On-Site At PAEC	\$3,600.00

YEAR 1-3 SUPPORT AND MAINTENANCE FEE (Invoiced annually on November 1, 2017 - 2019):

Year 1: \$4.20 per student which includes hosting, invoiced November 1, 2017

Year 2: \$3.75* per student, plus \$1.00 per student for hosting invoiced November 1, 2018

Year 3 \$3.75* per student, plus \$1.00 per student for hosting invoiced November 1, 2019

*Years 2-3 includes a hosting discount to Annual Maintenance of \$0.45 per student per year which will be removed if the optional Focus hosting service is not purchased.

Annual FTE calculation will be based on current year FEFP 3rd calculation reports from the Florida Department of Education and unduplicated prior year WDIS Summer and WDIS Fall/Winter.

This price is guaranteed for the initial 3-year term.

**Annual
Fees**

Participating Districts that also enter into an agreement with Focus to participate in ERP shall be charged the following bundled price for years 1-3:

SIS - \$3.25 Per Student, Finance - \$2.25 Per Student + Hosting

HR Payroll - \$2.25 Per Student + Hosting

This bundled price is guaranteed only for the initial 3-year term.

PAEC, on its own behalf on and behalf of its Participating Districts, acknowledges that the License Fee in this Product Schedule is discounted, based on PAEC's and the Participating Districts' commitment to pay the License Fee for the specified License Term. PAEC agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, Focus will invoice PAEC at least thirty (30) days prior to the listed due date. Payment and invoicing will comply with the Local Government Prompt Payment Act (ss. 218.70-218.80, Fla. Stat.).



This Product Schedule is subject to the following Terms and Conditions:

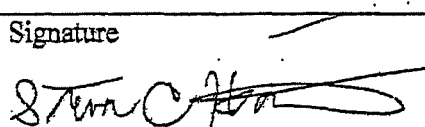
- Use Review: Upon reasonable notice, Participating Districts shall grant Focus access to their pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.

Third Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Amended Agreement, Product(s) and applicable modules licensed herein may contain code licensed by Focus from a third party for license with Product(s) to end users ("Third Party Code"). PAEC, on its own behalf and on behalf of the Participating Districts, agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of Focus's licensor and that PAEC's and the Participating Districts' obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Amended Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by Focus and was a part of Product(s) licensed from Focus pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that PAEC and its Participating Districts may not use the Third Party Code separate from Product(s) or applicable module containing such code; that PAEC, on its own behalf and on behalf of its Participating Districts, agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation/exclusion of damages/liabilities shall apply to such Third Party Code and PAEC, on its own behalf and on behalf of its Participating Districts agrees that Focus's licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to Focus (as set forth and limited in the Amended Agreement) for remedy of and indemnification for damages caused by such Third Party Code. Focus makes no representations or warranties on behalf of Focus's third party vendors, but Focus's indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third Party Code as between Focus, PAEC, and Participating Districts.

- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by a Participating District upon execution of the Product to a Participating District.



The parties agree that the prices, terms and special conditions contained in this Product Schedule constitute Confidential Information under the Master Agreement.

ACCEPTED BY PAEC:	ACCEPTED BY FOCUS:
Signature	
Print Name Herbert J. Taylor	
Title Superintendent of Washington County Schools	
Date	
Signature	Signature 
Print Name John T. Selover	Print Name Steven Harnois
Title Executive Director	Title Director of Operations
Date	Date 12/4/17

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of Suwannee

Bond No. 106646393

KNOW ALL MEN BY THESE PRESENTS, That we, TAYLOR, JERRY
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the
sum of Twelve Thousand Dollars, we hereby bind ourselves and each of our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official
was elected ☒ appointed ☐ Chairman, Suwannee County School Board to hold this office
(Name of Office)
for a term beginning November 14, 2017 and ending November 20, 2018 and until
his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office
as provided by law, this obligation is void.

TAYLOR, JERRY

X 
(Signature of Official)

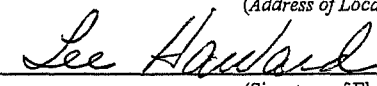
Signed and Sealed this 17th day of January, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818 Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By X 
(Signature of Florida Licensed Agent)

263-74-1812
(Social Security Number of Florida Licensed Agent)

Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____,

Signature: _____

Approved by: _____

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of SUWANNEE

Bond No. 106646404

KNOW ALL MEN BY THESE PRESENTS, That we, Ed daSilva
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of Twelve Thousand Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was elected ☒ appointed ☐ Vice-Chairman, Suwannee County School Board to hold this office
(Name of Office)
for a term beginning November 14, 2017 and ending November 20, 2018 and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

Ed daSilva
X 
(Signature of Official)

Signed and Sealed this 17th day of January, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

P.O. Box 818 Live Oak, FL 32064
(Address of Local Bonding Company)

(SEAL)

By X 
(Signature of Florida Licensed Agent)

263-74-1812
(Social Security Number of Florida Licensed Agent)

Lee Harvard
(Type Name of Florida License Agent)

The above is approved this _____ day of _____,

Signature: _____

Approved by: _____

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
Live Oak, Florida**

This Agreement begins on March 1, 2018, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Practical Nurse Education program for qualified students preparing to be Licensed Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; and,

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

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

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of sixteen (16) months beginning on March 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, Florida 32064

BY: Gail Millard RN DATE: 11/15/18
TITLE: Administrator

Suwannee County School Board Approved on _____.

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2017)**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 Walker Avenue, SW, Ste. 200, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AGREEMENT FOR
DESIGN/PROFESSIONAL CONSULTANT SERVICES**

BETWEEN

**THE SUWANNEE COUNTY SCHOOL BOARD
1729 Walker Avenue, SW, Ste. 200
Live Oak, Florida 32064**

hereinafter referred to as the Owner

AND

**ARCHITECTS RZK, INC.
600 FLORIDA AVE., SUITE 201
COCOA, FLORIDA 32922**

hereinafter referred to as the Design/Professional Consultant

PROJECT:

New District Administration Building, Live Oak, Florida for the Suwannee County School Board

PROJECT NO:

DATE: February 27, 2018

New District Administration Building in Live Oak

AGREEMENT FOR DESIGN/PROFESSIONAL CONSULTANT SERVICES

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New District Administration Building in Live Oak

**AGREEMENT FOR
DESIGN/PROFESSIONAL CONSULTANT SERVICES**

AGREEMENT

made this 05th day of February in the year Two Thousand Eighteen

Between the Owner:

The Suwannee County School Board
1729 Walker Avenue, SW, Ste. 200
Live Oak, Florida 32064
(386) 364-2601

and the Design/Professional Consultant:

Architects RZK, Inc.
600 Florida Avenue, Suite 201
Cocoa, Florida 32922
(321) 631-8039

For Design/Professional Services in connection with the Project known as:

New District Administration Building

The Owner and the Design/Professional Consultant agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Project. The Project shall be as set forth above and shall be at the location described above and in Exhibit "A". All or part of these services may be required and will be determined by the Owner and stated in writing prior to any work being performed.
- 1.2 Services. The Services to be performed by the Design/Professional Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under Article 7.

- 1.3 Basic Services. Basic Services shall consist of the architectural services as indicated and specifically designated in Exhibit "B" to be performed and provided by the Design/Professional Consultant under this Agreement in connection with the Project.
- 1.4 Additional Services. Additional Services shall consist with the services agreed to be performed by the Design/Professional Consultant in connection with the Project but which are not specifically designated as Basic Services on Exhibit "B".
- 1.5 Work. The Work shall consist of the total construction, design, engineering, and related services (excluding the services rendered by the Design/Professional Consultant) performed on the Project.
- 1.6 Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design/Professional Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 1.7 Contractor or Construction Manager. The Contractor or Construction Manager is the entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative but excludes the Design/Professional Consultant.
- 1.8 Basic Services Compensation. Basic Services Compensation shall be the fee Designated in Article 4 to be paid by the Owner to the Design/Professional Consultant in connection with the performance of the Basic Services by the Design/Professional Consultant.
- 1.9 Additional Services Compensation. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Design/Professional Consultant in connection with the performance of Additional Services.
- 1.10 Reimbursable Expenses. Reimbursable Expenses are those actual expenditures made by the Design/Professional Consultant, its employees, or its Design/Professional Consultants which are limited to out-of-pocket expenses for reproducing hard copies of drawings, specifications, miscellaneous files, postage and handling of same, beyond those for the Design/Professional Consultant and subconsultants use and limited copies provided at design review meetings.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Design/Professional Consultant Services. The Design/Professional Consultant shall provide Design/Professional engineering, architectural services for the Project in accordance with the terms and conditions of this Agreement. The Design/Professional Consultant's performance of services shall be as Design/Professional Consultant to the Owner to carry out the activities of project design/professional and construction administration and to provide the technical documents, architectural and engineering services to achieve the Owner's project objectives. The Design/Professional Consultant certifies to the Owner that it is licensed, registered or certified in all required professional disciplines to meet the requirements of Florida Statutes, D.O.E. Regulations, and to meet the requirements of this specific project. If the Design/Professional Consultant should at any time lose such license, registration or certification in any required discipline, it shall immediately notify the Owner. If the Owner determines that the Design/Professional Consultant cannot perform the Design/Professional services required under this contract, it shall declare this contract void and be obligated to only pay for those services rendered before loss of license, registration or certification.
- 2.2 Owner Representation. The Owner shall Designate, when necessary, representatives authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Design/Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design/Professional Consultant services. Instructions by the Owner to the Design/Professional Consultant relating to services performed by the Design/Professional Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner. Communications and submittals of the Design/Professional Consultant to the Owner and Contractor shall be issued or made in accord with similar procedural and documentation standards established by the Owner. The Owner shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design/Professional Consultant and Contractor and to call periodic conferences to be attended by the Design/Professional Consultant, and his subconsultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner.
- 2.4 Design/Professional Consultant Representation.
- 2.4.1 The Design/Professional Consultant shall provide to the Owner a list of the proposed key project personnel of the Design/Professional Consultant to be assigned to the Project. This list shall include such information on the Design/Professional background of each of the assigned personnel to demonstrate their Design/Professional capabilities. Such key personnel shall be satisfactory to the Owner and shall not be changed except with the

consent of the Owner unless said personnel cease to be in the Design/Professional Consultant's employ.

- 2.5 Division of Responsibilities/Services. The Design/Professional Consultant understands and agrees that should the Owner or other Consultant provide the Design/Professional Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner, consultant, or any other representative of the Owner shall in no way relieve the Design/Professional Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.
- 2.6 Prohibition Against Contingent Fees. The Design/Professional Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Design/Professional Consultant, to solicit or secure this agreement and that he has not paid or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement, to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design/Professional Consultant.
- 2.7 Truth-In-Negotiation. The Design/Professional Consultant certifies that wage rates and other factual unit costs supporting the compensation herein state are accurate, complete, and current as of the date of this contract. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the School Board determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or their factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

ARTICLE 3

BASIC SERVICES/DESIGN/PROFESSIONAL CONSULTANTS' RESPONSIBILITIES

- 3.1 Scope of Services.
- 3.1.1 The Basic Services to be provided by the Design/Professional Consultant shall be performed in the phases described hereinafter and shall include all services customarily furnished in accordance with generally accepted industry practices for this type of professional service consistent with the terms of this Agreement, and specifically identified and described in Exhibit "B" attached hereto and made a part of this Agreement. Without limiting the generality of the services set forth in Exhibit "B", the Basic Services shall include any other Design/Professional services which are normally or customarily furnished and reasonably necessary for the performance of the tasks and duties and obligations set forth in Exhibit "B".
- 3.1.2 The Design/Professional Consultant shall provide all necessary documents required for the work that is to be performed by Florida School Law, Rules of Florida State Department of Education State Requirements for Educational Facilities (SREF) and School Board Policy.

- 3.1.3 It is the responsibility of the Design/Professional Consultant to assure that the Project Construction Documents require that no asbestos containing materials are to be incorporated in the Project, and that the construction contractor must certify that no asbestos containing material was used as a pre-condition to final payment.
- 3.2 Design/Professional Consultant's Design/Professional Responsibility and Standard of Care.
- 3.2.1 By execution of this Agreement, the Design/Professional Consultant hereby warrants that (a) it is an experienced, established firm having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations thereunder; and (c) it is familiar with current laws rules and regulations which are applicable (such laws, rules and regulations including, but not limited to, local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services applicable to the Project), and that all drawings, specifications and other documents; prepared by the Design/Professional Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.2.2 The Design/Professional Consultant hereby warrants, represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Design/Professional Consultant, and that the Project, if constructed in accordance with such drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning roof system suitable for the purposes for which it is intended.
- 3.2.3 The Design/Professional Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. While the Design/Professional Consultant cannot guarantee the various documents required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Design/Professional Consultant throughout the period of performance under this agreement to use due care with professional competence. The Design/Professional Consultant will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design/Professional Consultant. The Design/Professional Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to their errors and omissions within the Design or specified materials.
- 3.2.4 It is the responsibility of the Design/Professional Consultant to make certain that all drawings, specifications and other documents are in accordance with applicable laws,

statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from Federal, State and local governments.

3.3 Project Requirements.

3.3.1 During all phases of the Project the Design/Professional Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to represent the estimated Project cost and shall supply such data, information or estimates as the Owner may require to substantiate the Design/Professional Consultant's estimate of the Project cost.

3.3.2 The Design/Professional Consultant shall not be responsible for the contractor's means, methods, sequences or techniques of construction; the contractor's safety procedures, programs; or the contractor's failure to comply with the contract documents, plans, specifications, and applicable codes.

3.4 Project Conferences.

3.4.1 Throughout all phases of the Project, the Design/Professional Consultant and its subconsultants shall meet periodically with the Owner as identified in Exhibit "B".

3.4.1.1 Predesign and design conferences as identified in Exhibit "B"

3.4.1.2 Prebid and preconstruction conference for the construction contract.

3.4.1.3 Construction progress meetings identified in Exhibit "B".

3.4.1.4 Substantial Completion, Final Completion and completion of warranty period inspections for the construction contract as identified in Exhibit "B".

3.4.2 The Design/Professional Consultant shall be responsible for scheduling and attending any meetings when applicable to properly coordinate the design effort including meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4

COMPENSATION

4.1 Basic Services Compensation.

The Owner shall compensate the Design/Professional Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Design/Professional Consultant, Basic Services Compensation shall be a lump sum amount as identified in Exhibit "B".

It is the intent of this agreement that each project assignment for which services are to be performed under this agreement shall be dealt with individually and made a part of this agreement by reference.

An exhibit shall be prepared for each project and shall include:

1. A scope of work to be performed.
2. A complete description of each phase of work.
3. A time schedule for the work per the attached schedule.
4. All costs to be incurred by the Owner for the Design/Professional services to be performed.
5. An square footage estimate of the construction contract award price (CCAP) where appropriate.

4.1.1.1 No amount is to be included within the scope of services for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.1.2 Should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved Designs or Design criteria, the Project Construction Budget shall be increased by the aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Design/Professional Consultant's fee.

4.1.1.3 In the event the Owner requests changes to the Project which would decrease the most recently approved Project Construction Budget, basic compensation due the Design/Professional Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design/Professional Consultant of the written requested change in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Consultant (manpower, overhead, profit, direct costs, etc.) in the performance of the Basic Services.

4.2 Payments to the Design/Professional Consultant. Payments on account of the Design/Professional Consultant shall be made as follows:

4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed. Upon presentation of the Design/Professional Consultant's statement of services, fully supported by invoices, time cards, and certifications if requested that all subconsultants have been paid, and other reasonable documentation if requested by the Owner.

- 4.2.2 No deductions shall be made from the Design/Professional Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
- 4.2.3 Deductions may be made from the Design/Professional Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design/Professional Consultant in accordance with the provisions of Paragraph 3.2.3.
- 4.2.4 Payments due for reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at 1.1 times the cost thereof. Reimbursable expenses shall include actual expenditures made by the Design/Professional Consultant, his employees, or his Design/Professional Consultants in the interest of the project limited as defined in Article 1.10. Before incurring any Reimbursable Expenses, the Design/Professional Consultant must request and receive written authorization from the Owner.
- 4.3 Additional Services Compensation.
 - 4.3.1 Prior to any Additional Services, as described in Article 7 herein, performed by the Design/Professional Consultant hereunder, the Design/Professional Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation.
 - 4.3.2 Payments for Additional Services of the Design/Professional Consultant shall be made monthly upon presentation of the Design/Professional Consultant's statement of services, fully supported by invoices, timecards, and other documentation as requested by the Owner. Design/Professional Consultant expressly waives any right to payment for any additional services rendered if Design/Professional Consultant does not give written notice of its claim that the services are additional within twenty (20) days of rendering the services, and if such services are not billed as additional services within sixty (60) days following their rendition.
- 4.4 Accounting Records.
 - 4.4.1 Records of the Design/Professional Consultant with respect to additional Services and payroll, subconsultant and other expenses (including Reimbursable expenses) pertaining to the Project, shall be kept on generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying, at cost, at mutually convenient times.
 - 4.4.2 At the request of the Owner or its authorized representative the Design/Professional Consultant will supply in a timely manner and certify as accurate, unaltered copies of all times sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable expenses.
- 4.5 Design/Professional Consultant shall provide such lien waivers, including lien waivers from Design/Professional Consultant's subconsultants, detailed descriptions of services, and sworn statements of certification stating Design/Professional Consultant's services

are in compliance with the requirements of this Agreement, as Owner may reasonably require in connection with Design/Professional Design/Professional Consultant's request for payment.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services shall be for a time limitation of 16 months and the contract may be terminated by either party as provided in Article 11.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall, with the assistance of the Design/Professional Consultant, provide full information regarding the requirements for the Project.
- 6.2 The owner shall examine documents submitted by the Design/Professional Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design/Professional Consultant's Services.
- 6.3 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement. The Design/Professional Consultant shall review and confirm the sufficiency of any test and information furnished to Design/Professional Consultant by or on behalf of Owner pursuant to this Paragraph 6.5.
- 6.4 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project, and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.5 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Design/Professional Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.6 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.7 The Owner shall pay for and the Design/Professional Consultant shall reasonably assist the Owner in obtaining all necessary design permits, approvals, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

- 6.8 The owner shall designate an officer, employee or other party to act in the Owner's behalf with respect to the Project. He shall have the authority to approve changes in the scope of the Project and shall be available during working hours as often as may be necessary to examine information, to render decisions and to furnish information in a timely manner. He shall also have the authority to designate other representatives to act on his behalf with respect to this contract. All decisions rendered by the Owner's representative are subject to review and approval by the School Board.
- 6.9 The Owner shall provide for all investigation testing, analysis and abatement of any lead base paint or asbestos containing material that may exist in these facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 Attached hereto and made a part of this Agreement as Exhibit "B" are the hourly rates that will be used for determining the fees to be paid for additional services as listed in Exhibit "B". Such services shall be authorized in advance by the Owner.
- 7.2 The Owner will compensate the Design/Professional Consultant for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Design/Professional Consultant under this Agreement, and are agreed to by the Owner in writing in advance.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

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

To Design/Professional Consultant:
 Architects RZK, Inc.
 600 Florida Avenue, Suite 202
 Cocoa, Florida 32922

ARTICLE 9

INSURANCE

- 9.1 The Design/Professional Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design/Professional Consultant's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting therefrom; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design/Professional Consultant is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "B+", "A" or better by Best's Key Rating Guide and shall provide the Owner with evidence of financial strength. Minimum limits of coverage shall be:

Insurance Description	Minimum Required Coverage
a. Workers' Compensation	Statutory
b. Public Liability	Combined Limit
Bodily Injury: Each Person	\$ 100,000.00
Bodily Injury: Each Accident	\$ 1,000,000.00
Property Damage: Each Accident	\$ 100,000.00
c. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$ 200,000.00
Bodily Injury: Each Accident	\$ 500,000.00
Property Damage: Each Accident	\$ 100,000.00
d. Design/Professional Liability Insurance	\$ 1,000,000.00

- 9.2 Evidence of such insurance shall be furnished to the Owner as part of this contract, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Design/Professional Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
- 9.2.1 The Design/Professional Consultant shall deliver to the Owner a certificate of insurance for its Design/Professional Liability coverage annually, so long as it is required to maintain such coverage under paragraph 9.4.
- 9.3 All applicable insurance policies required under Section 9.1 of this Agreement shall name the Owner as an additional insured for the insurance and shall contain a waiver of subrogation against the Owner.

- 9.4 The Design/Professional Consultant shall maintain in force the Design/Professional Liability insurance coverage during the performance of this contract and for two (2) years after final completion of the Project.
- 9.5 The Design/Professional Consultant shall require the provisions of this Article 9 to apply in full force and effect to its subconsultants and shall provide to the owner certificates of insurance as described in Article 9.2 for all subconsultants.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Design/Professional Consultant shall indemnify and hold harmless the Owner and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design/Professional Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting therefrom and caused in whole or in part by any negligent act or omission of the Design/Professional Consultant, anyone directly or indirectly employed by the Design/Professional Consultant or anyone for whose acts the Design/Professional Consultant may be liable to the extent and in proportion to the Design/Professional Consultant's comparative degree of fault. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2 Except as otherwise set forth in this Agreement, the Design/Professional Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to the Design/Professional Consultant for acts or failures by, Contractor or the Owner's Consultants. The Design/Professional Consultant shall not be liable for acts or failures to act by the Contractor, the Owner, or Owner's Consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 Upon the appointment of a receiver for the Design/Professional Consultant, or if the Design/Professional Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days' written notice to the Design/Professional Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design/Professional Consultant, the Owner may terminate this

Agreement by giving three (3) working days written notice to the Design/Professional Consultant unless the Design/Professional Consultant or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Design/Professional Consultant within the statutory time limits.

- 11.2 If the Design/Professional Consultant persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the owner, and after giving the Design/Professional Consultant seven (7) days prior written notice, terminate this Agreement.
- 11.3 Upon termination of this Agreement by the Owner under paragraph 11.2 and 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design/Professional Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design/Professional Consultant shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Design/Professional Consultant under this Agreement shall be the amount which is equitable under the circumstances.
- 11.4 The Owner may, upon thirty (30) days' written notice to the Design/Professional Consultant terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design/Professional Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design/Professional Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design/Professional Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.5 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design/Professional Consultant, in accordance with 13.1 prior to final payment to the Consultant. The Design/Professional Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In the event of any termination pursuant to Articles 11.2 or 11.3 of this Agreement, the Design/Professional Consultant consents to the Owner selection of another Design/Professional Consultant of Owner's choice to assist the Owner, as was required of the Design Consultant, in completing the Project. Design/Professional Consultant further agrees to cooperate and provide any information requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design/Professional of the Project by owner and such other Design/Professional Consultant as Owner may desire.

Any services provided by the Design/Professional Consultant which are requested by the Owner after termination shall be fairly compensated by Owner.

- 11.6 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design/Professional Consultant.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design/Professional Consultant.
- 12.2 The Design/Professional Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design/Professional Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/INFORMATION

- 13.1 Drawings and Specifications as instruments of service are and shall remain the joint property of the Design/Professional Consultant and the Owner whether the Project for which they are made is built or not. The Design/Professional Consultant shall provide and the Owner shall retain reproducible copies of Drawings and Specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation or fees to the Design/Professional Consultant. The Owner shall assume responsibility in connection with its use of the Drawings and Specifications without the Design/Professional Consultant's consent.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Design/Professional Consultant agree to endeavor to provide written notification in advance of any litigation, concerning claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this agreement or the breach thereof.

- 14.2 The parties agree to endeavor to negotiate in good faith, prior to litigation, concerning claims, disputes and other matters in questions arising out of or relating to this Agreement or the breach thereof.
- 14.3 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to litigation nor to submit for arbitration by a third party or parties any such claim, dispute or other matter in question between the parties but the parties may by mutual agreement submit any claim dispute or other matter at issue to arbitration in accordance with Florida State Law or such other arbitration procedure as may be mutually agreed upon between the parties.
- 14.4 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design/Professional Consultant, and ownership of the project to the Owner.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design/Professional Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design/Professional Consultant.
- 14.6 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Third Judicial Circuit of Suwannee County, Florida.
- 14.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counter parts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

This Agreement executed the day and year first written above.

Owner:

Design/Professional Consultant:

The Suwannee County School Board

Architects RZK, Inc.

By: _____
Chairman

By: _____
Executive Officer

Attest: _____
Secretary/Superintendent

Attest: _____
Witness

(Seal)

(Seal)

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**EXHIBIT A
PROJECT DESCRIPTION**

Design for a single story, roughly 18,500sf building, which will accommodate the district's administrative offices.

This proposal is based upon the schematic design (copy attached) already accepted by the district

**EXHIBIT B
SCOPE OF SERVICES**

BASIC SERVICES

Basic Services cover the basic design for the New District Administration Offices located in Live Oak, Florida, as described in Exhibit 'A'.

Basic Services include:

Schematic / Preliminary Design Phase

- 1) Meet with representative(s) from Suwannee County School Board (SCSB) to determine goals for the project.
- 2) Prepare initial Schematic Floor Plan(s), and Elevation(s) if needed, to satisfy the project goals and email electronic copy of all drawings plan(s) for review by representative(s) from SCSB prior to a meeting to discuss same. Include an order of magnitude s.f. cost estimate to identify, in general, cost associated with each area of the work.
- 3) Forward a copy of the drawings to Florida Department of Education (FDOE) for their input.
- 4) Visit SCSB to meet and review the initial plans and to the building to compare existing plans to the as-built conditions. This effort will not involve a comprehensive, detailed inspection or any destructive investigation; and, it will be concurrent with a meeting to review initial schematic design documents.
- 5) Refine the initial schematic drawings to satisfy project goals, forward to SCSB representative; and if necessary, meet to review the overall work. Minor changes to the plans after this will be addressed during the initial preparation of the next phase.

Construction Documents Design Phase

- 1) Prepare construction (Phase III) documents for the architectural, structural mechanical and electrical efforts associated with the intent.
- 2) Attend two (2) meetings with the Owner to review progress during preparation of design documents.
- 3) Interface with FDOE to rectify design mandatory items cited by them.
- 4) Prepare Civil-Site design documents and pursue approval of same from the governing entities as described in the attached proposal from Monroe Engineering, Inc.

Construction Bid/Award Phase

- 1) Preparation of clarifications and addenda to the design documents as required to reasonably convey the design intent.
- 2) Participation in not more than one (1) Pre-bid Conference conducted by the Construction Manager, when conveniently scheduled, with adequate prior notification.
- 3) Assist the Owner and/or Construction Manager when bids exceed the anticipated Construction Award Cost. Assistance shall include participation in value engineering

New District Administration Building in Live Oak

discussions/meetings/decisions and will include minor adjustments to the drawings & specifications to document same.

- 4) Assist owner and/or Construction Manager in decisions related to the acceptability of subcontractors, suppliers and/or other persons or organizations who may participate in the construction effort.

Construction and Post Construction Phase

- 1) Review and accept/reject shop drawings, samples and similar submissions by the contractor(s) for conformance with design concept/intent. Review will be limited to one resubmission and any additional resubmissions will be an additional service. Review shall be made within 10 working days from date of receipt when necessary or delayed when authorized by the owner.
- 2) Make periodic visits to the site during the construction effort to observe the work effort. The architect shall visit the project every other week and his engineering consultants shall visit approximately once a month. A deficiency report shall be issued to the Construction Manager and Owner, within a reasonable time (not to exceed 4 days) if any deficiencies or non-conforming work are noted. The Design Consultant shall not be a substitute for the contractor's quality control requirements.
- 3) Select colors of various finishes based on acceptable submittals/samples provided by the contractor. Review selection with the owner and notify the contractor/construction manager.
- 4) Participate in a bi-weekly construction progress meeting held by the Owner or Construction Manager during the actual construction work effort and until substantial completion is achieved.
- 5) Review and approve/reject each monthly Application for Payment in concert with the Owner and Construction Manager. By signing the Application for Payment, the Design consultant shall not be deemed to ascertain how and for what purpose the Construction Manager or Subcontractors will/have used the monies paid or to be paid.
- 6) Review reports from test laboratory(ies), commissioning agent(s), threshold inspector(s), test and balance firm(s) and other special inspector(s) hired by the Owner and advise of any noted problems or inconsistencies.
- 7) Generally act as the point of contact with the Construction Manager for the Owner except when the work must be stopped. Stop work orders shall be issued directly by the Owner, consistent with recommendation by the Design Consultant.
- 8) Render interpretations as to the intent of the contract documents. Decisions rendered by the Design Consultant relating to artistic effect shall be final if consistent with the intent of the contract documents.
- 9) Prepare drawings, specifications or similar documents to correct errors, omissions or conflicts in the Design Consultant's construction documents, when discovered, and at no additional cost to the Owner.
- 10) Conduct a substantial and final completion inspection to determine when the project is acceptable for occupancy and complete. The substantial completion inspection may be in phases and will be repeated one time if the work is found to be incomplete on the first visit. Two final completion walk thru visits will be made to confirm if the work is complete.

- 11) Assist Owner in preparing a Certificate of Occupancy and Certificate of Final Completion when required by the Department of Education.
- 12) Review the Construction Manager's record drawings/prints prepared during the construction progress.
- 13) Provide reasonable assistance/input during the initial start-up of equipment/system and test and balance buy not to the extent that such assistance would interfere with the manufacturer(s) warranty.
- 14) Review the contractor furnished close-out submittals, i.e.: warranty, maintenance and operational manuals and operation instructions as required to be submitted under the contract documents. Notify Owner and Contractor/Construction Manager of any noted inconsistencies or problems with data submitted.
- 15) Approve final payment upon consulting with the Owner and after completion of punch list and correction of known deficiencies.
- 16) Visit the project site within the 12th month after substantial completion to observe any warranty deficiencies and prepare a list to be forwarded concurrently to the Owner and Construction Manager.

Construction Budget

Construction Budget	\$2,500,000.00
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The above price includes the Construction Manager's Fees for Preconstruction and Construction. Costs not included in that noted above include the cost for FFE, materials testing, site permit fees, land costs, other SBBC consultants or the SCSB's personnel involvement.

Schedule

Design/Professional Consultants shall endeavor to complete all design phases in preparation for submittal of Phase III Construction Documents to DOE within (75) calendar days from receipt of a fully executed agreement for design services. Construction of building shall not exceed eight (8) months. It is anticipated that this project will commence construction in early May 2018 and be completed by January 2019.

Fees for Basic Services

Schematics & CM Selection	\$ 15,000.00
Construction Documents	
-Building:	\$ 97,500.00
-Site:	\$ 20,750.00
MEI (printing allowance)	\$ 1,000.00
Permitting & Construction Administration:	
-Building	\$ 37,500.00
-Civil-Site	\$ 3,000.00
Total	\$174,750.00

The above fee is a fixed based on the anticipated construction cost and design effort consistent with the Basic Services described herein and which will be performed concurrently with that for the other proposed project at Suwannee Primary School.

Additional Services

The Design Consultant shall be paid for the following additional services when required and requested by the Owner.

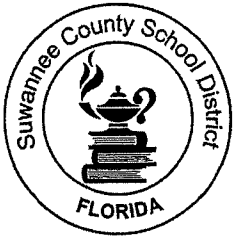
1. Feasibility or other special studies, not expressly included in Basic Services
2. Design services relative to future facilities, systems and equipment not directly related to that for the courtyard and for a fire protection (sprinkler) system
3. Revisions to drawings, specifications or other documents, other than those noted as Basic Services, and those required but which are due to causes beyond the control and without the fault and negligence of the Design Consultant or his subconsultants or agents
4. To serve as an expert witness for the owner in connection with any public hearing, arbitration proceeding or legal proceeding
5. Services of interior furnishings or graphics design (other than functional signage)
6. Services and costs necessitated by out of town travel required by the Design Consultant in addition to that covered by the Basic Services and as approved by the Owner
7. Other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement
8. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no design or construction services made necessary, in whole or in part, by any fault or omission of the Design Consultant to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an additional service.
9. Changes to the foundation design due to poor or varying soil conditions
10. Extensive involvement with other consultants contracted directly to the Owner
11. Utility studies
12. Scale model construction or rendering drawings
13. Detail cost estimates
14. Destructive investigation or analysis of existing facilities

15. Design for modifications to any existing structures which are to remain or are beyond those directly adjacent to the courtyard area
16. Preparation of multiple construction document packages or alternative bids
17. Additional time/effort to familiarize new key personnel assigned to project by the Owner when key personnel are changed
18. Preparation of 'as-built' drawings
19. The Owner shall include contract language or will allow language to be included in the specifications, which deducts payments to the contractor/construction manager to reimburse the Design/Professional Consultant for their extra services to review excessive shop drawing submittals, product substitution submittals, frivolous/fraudulent claims or RFIs.
20. Preparation of change requests and change orders as requested by the owner for design changes or additions
21. As the Design/Professional Consultant is not a quality control agent of the owner, contractor/construction manager, or the subcontractors; any additional efforts by the Design Consultant, after initial notification of any deficiencies, shall be compensated in a manner similar to that noted in item 19 above.
22. Services for any extra effort(s) due to delays in the construction period caused by the contractor/construction manager the owner shall compensate the Design/Consultant Professional for these services from monies deducted or which should have been deducted from the contractor/construction manager.
23. Special Threshold building or shelter (EHPA) building inspections as may be required by the Department of Education, or services as a UBCI inspector
24. Attendance to or participation in excessive or frivolous special meetings
25. Design of off-site utilities

Hourly Fee Schedule for Additional Services

Principal/Architect/Engineer	\$150.00 an hour
Project Manager	\$120.00 an hour
Construction Inspector	\$ 95.00 an hour
CAD Technician/Designer (I)	\$ 85.00 an hour
CAD Technician/Designer (II)	\$ 70.00 an hour
CAD Draftsman	\$ 60.00 an hour
Documentation/Clerical	\$ 50.00 an hour

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 Roush, Superintendent of Schools *TRB*
FROM: *WB* Walter Boatright, Director of Human Resources
DATE: February 12, 2018
RE: Personnel Changes List for February 27, 2018

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

February 27, 2018

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. Approval of each is respectfully requested.

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Branford High School:

Nina Tuttle, Teacher, August 10, 2018

Suwannee Primary School:

Pamela Lovelace, Teacher, effective February 21, 2018

RESIGNATION: NON-INSTRUCTIONAL:

Branford Elementary School:

Denrich Lumpkin, Custodian, effective January 16, 2018

Suwannee Primary School:

Lisa Fortner, Food Service Manager, effective February 5, 2018

Suwannee High School:

Nichole Smith, 3 Hour Food Service Worker, effective January 17, 2018

Tammy Turner, ESE Paraprofessional, effective February 5, 2018

Transportation:

James Stratton, Bus Driver, effective, February 14, 2018

RETIREMENT: NON-INSTRUCTIONAL:

Suwannee High School:

Kathy Sellgren, Nurse, effective August 1, 2018

Transportation:

Michael Martin, Bus Driver, effective January 25, 2018

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Kelly Hakes, Nurse, effective January 29, 2018

REPLACES: Amanda Evans

Suwannee Primary School:

Julia Gay, Paraprofessional, effective February 2, 2018, temporary

REPLACES: Monica Djulvez

Suwannee Middle School:

Chanda Johnson, Custodian, effective January 18, 2018

REPLACES: Pamela Carusso

Transportation:

Amber Allen, Bus Attendant, effective January 12, 2018, temporary

REPLACES: Debra Hill

Yvan Theoret, Bus Driver, effective February 7, 2018

SUSPENSION:

Suwannee High School:

Joan Innes, Teacher, effective February 12, 2018 and February 13, 2018, with pay

Sarah Trimm, Teacher, effective February 1, 2018 and February 13, 2018, without pay

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Emily Blackmon	Teacher	Suwannee Virtual	
Andrew Chapman	Teacher	Suwannee Virtual	
Keith Cherry	Girls Track Coach	Suwannee High	Eric Rodriguez
Terrance Derico	Varsity Football Assistant Coach	Suwannee High	Tim Snead
Carlos Diaz	Teacher	Suwannee Virtual	
Angie Hester	Teacher	Suwannee Virtual	
Vanessa Menhennett	Teacher	Suwannee Virtual	
Terrance Mixon	Softball Coach	Suwannee Middle	Kayla Williamson
Robert Phillips	Planning Period	Branford High	
Eric Rodriguez	Girls Assistant Track Coach	Suwannee High	Rayanna Johnson
Sergio Rodriguez	Teacher	Suwannee Virtual	
Daniel Taylor	Teacher	Suwannee Virtual	
Kimberly Tuvell	Teacher	Suwannee Virtual	
Miriam Venero	Teacher	Suwannee Virtual	
Roger Sumner	Teacher	Suwannee Virtual	

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee High School:

Carmen Reyes, tentatively February 20, 2018, through February 26, 2018, without pay, with option of returning sooner if released by doctor.

MISCELLANEOUS:

District Wide/21st Century:

The following to work as paraprofessionals in the 21st Century Program District wide:

Kim Clyatt
Laritta Hunter

Hospital Homebound:

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

Amy Allen
Frank Allen
Cristina Herrington
Cindi Hiers
Nancy Nielsen
Kelly Waters

CORRECTION to the January 23, 2018 Agenda:

Suwannee High School:

Joan Innes, teacher, effective January 5, 2018, temporary

REPLACES: Carmen Reyes

SUBSTITUTES:

The following as Substitute Bus Attendants:

Markese Hunter
Christina Jones
Devon Kearney
Holly Shepherd

The following employee to work up to 80 additional hours for the purpose of completing clinicals for the CNA program:

Ashley Cato-Conner

VOLUNTEERS:

Alicia Acosta
Virginia Alford
Angela Baker
Sheena Bell
Savannah Boone
Kirsten Boston
Terry Brannan
Martha Bressette
Teresa Burt
Cathey Carver
David Carver
Angela Charles
Perry Coleman

Teresa Colvin
Ryan Combee
Sean Conner
Michelle Davis
Erin Davis
Christa Derringer
Jennifer Ellefson
Shealane Elliott
Michelle Fina
Dusty Fletcher
Megan Fortner
Tyler Fortner
Lesley Fry

Alyssa Fulton
Christina Gawlkowski
Annette Gregorio
Lagretta Gross
Yesenia Gutierrez Castro
Harold Hansard
Edward Harris
Cindy Hawkins
Kara Holtzclaw
Jacob Humphries
Jeremy Humphries
Eric Hunt
Raven Jacobs

Tanya Jernigan
Tori Larsen
Nita Mathis
Kenyon McFatten
Amanda McMillan
Isabel Mendoza
John Merritt
Daniela Moreland
Eutus Odom
April Olive
Ashley O'Quinn
Alexander Prins
Jerry Ramsey

Jason Roberts
Lisa Roberts
Jamie Roberts
Sonny Rodriguez
Debra Seaman
Lois Seifert
Mary Settles
Caitlin Spicer
Kimberly Stanfield
Carole Strickland
Donna Terry
John Terry
Amber Thompson

Derenda Timberlake
Christine Tornado
Misty Ward
Erin Ward
Amanda Watson
Tina Webb
Daniel Whitfield
Wendy Whitfield
Aubrey Wilkerson
Paul Williams
Margaret Williams
Kenneth Wingate
Crystal Wood

**End of List
2017-2018
School Year**