# SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING October 6, 2015

# **AGENDA**

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

# Assistant Superintendent of Instruction – Janene Fitzpatrick:

- 1. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (NEW) (Note: This contract been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2016-91 Fuel Education (FuelEd) Contract between Suwannee County Schools and K12 Florida LLC (New) (pgs. 3-15)
- 2. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (RENEWAL) (Note: This contract been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2016-94 Contract between School District of Suwannee County, Florida, and Florida Sheriffs Youth Ranches, Inc. (*Renewal*) (pgs. 16-19)
- 3. The Superintendent recommends approval of the following resolution for the 2015-2016 school year:
  - #2016-05R Suwannee County School District Resolution in Support of National Principal's Month October 2015 (New) (pgs. 20-22)

# <u>Director of Career, Technical, and Adult Education – Walter Boatright:</u>

- 4. The Superintendent recommends approval of an out-of-state trip for Branford High School FFA students to attend the 2015 National FFA Convention in Louisville, KY, from October 26-31, 2015. (pg. 23)
- 5. The Superintendent recommends approval of out-of-state travel for Andrea Lanier, BHS Paraprofessional, and Stacy Young, BHS FFA Advisor, to attend the 2015 National FFA Convention in Louisville, KY, from October 26-31, 2015. (pg. 24)

# **Director of Information Technology – Josh Williams:**

6. The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year: (RENEWAL) (Note: This contract been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-93 Amendment #1 to Panhandle Area Educational Consortium (PAEC) Contract 11-130 FOCUS Lease Agreement between PAEC and the Suwannee County School District (Note: This amends Contract #2011-113, which was previously Board approved on April 19, 2011.) (Revised/Renewal) (pgs. 25-26)

# <u>Director of Human Resources - Dr. Bill Brothers:</u>

7. Personnel Changes List (A copy will be provided at the Board meeting.) (pg. 27)

Adjourn

# SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

# **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer 477

DATE:

September 23, 2015

RE:

Agenda Item for October 6, 2015, Special Board Meeting

# **RECOMMENDATION:**

The Superintendent recommends approval of the following contract for the 2015-2016 school year.

#2016-91

Fuel Education Contract between the Suwannee County School Board and K12 Florida LLC. (NEW)

# **BACKGROUND:**

This agreement is between the School/District and Fuel Education to provide a virtual instruction option to Suwannee Virtual School students that previously were enrolled in K12 through My District Virtual School. Fuel Ed will invoice the school district for each billable enrollment per the fee schedule attached.

# **fueled**ucation<sup>™</sup>

the new power of learning

This Online Educational Products and Services Order (this "Order"), dated as of September 9, 2015 (the "Order Effective Date"), is between Suwannee County Schools, 702 2ND ST NW, LIVE OAK, FL 32064 ("Customer") and, K12 Florida LLC, 2300 Corporate Park Drive Herndon, VA 20171 (K12). This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that are contained in Attachment A on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:		
	(Signature)	_ (Date)
Jerry A. Scarborough	(Print Name) Superintendent of Schools (Title)	
	(Signature)	_ (Date)
Manager de America	(Print Name) <u>Chairperson, Suwannee</u>	County School Board (Title)
Accepted by K12:		
	(Signature)	_ (Date)
	(Print Name)	(Title)

- 1. Period: September 9 2015 through August 31, 2016 and is not eligible for a renewal period.
- 2. Territory: Suwannee County Schools, FL
- 3. For the Services and/or Products provided under this Order, Customer shall pay to FuelEd and/or its Affiliates the following Fees:

FTS Comprehensive K-8 Student License (6 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
FTS Comprehensive 9-12 Student License (6 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
K12 K-8 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard K-8 year course. Includes content and hosting.	\$340.00
K12 K-8 Online Course	License for a single student in a K12 Standard K-8 year course. Includes content,	\$590.00

Enrollment License (Content, Hosting, Instruction)	hosting and instruction.	
Student Desktop Computer	Desktop computers for students.	\$525.00

**4.Description of Educational Products.** Customer will be provided the Educational Products specified in this order.

K12 Online Courses: K12's time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials expansive course catalog covers all core subjects, six world languages, dozens of electives, and 19 high school credit recovery courses. This option enables students and educators to license courses on an individual basis. K12 may from and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <a href="http://www.getfueled.com/required-materials">http://www.getfueled.com/required-materials</a>.

<u>FuelEd Full-time School Comprehensive Program for Students Taking 4 to 6 courses</u> The full-time FuelEd program consists of three components: 1) courses, 2) materials and 3) educational tools and services.

### Courses:

An enrollment portal into which Customer will enroll its students in the Territory into available courses provided by our content partner K12®, including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Each full-time student concurrently enrolls in four to six courses. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following FuelEd's receipt of a completed account set-up form from Customer, FuelEd will provide access for Customer to enroll its students.

A Learning Management System (LMS) or "FuelEd Hosting Services" for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

### Materials:

Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-8 students. Materials for Customer's teachers and High School students are ordered separately. A complete list of required materials may be accessed at <a href="http://www.getfueled.com/required-materials">http://www.getfueled.com/required-materials</a>. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

### Educational Tools and Services:

FuelEd will provide a variety of educational tools and services, depending on the individual needs of the Customer. Such tools and services may include, but are not limited to program launch and operational support, an online parent/mentor information session, learning management and technical support on FuelEd products and services. FuelEd will also provide supervision and implementation of year-end system rollovers.

Additional tools to assist teachers may include, but are not limited to, supplemental tests and study assistance, diagnostic tests, FuelEd's Strategies for Success, access to an online community, an orientation course package, a teacher hotline and support website ("Service Station"), access to a counseling system for high school students, a school messenger telephony service with automated alerts and a tool to assist identification of plagiarism.

### 5.Description of Services.

<u>Instructional Services:</u> Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

<u>K12 Hosting Solution:</u> The set-up, configuration and hosting of the applicable courseware for the delivery of K12 courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

### 6.Billing Terms.

<u>K12 Course Terms Florida</u>: FuelEd provides a 28-day grace period for students who enroll. If a student withdraws within 28 days from when the student enrolls, FuelEd will refund 100% of the course fees but only if this withdrawal was received in writing by FuelEd by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis

<u>FuelEd Full-time School Comprehensive Program</u>: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment.

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

#### 7. Public Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

### 8. Sovereign Immunity.

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

### 9. Governing Law and Venue

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 course forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

SCSC 2016-91 (NEW)

FuelEd Contract #: 00006017

The parties hereby knowingly, voluntarily, and intentionally waive any right it may have to trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

# FLORIDA AMENDMENT TO THE ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Amendment is entered into between Customer and K12, 2300 Corporate Park Drive, Herndon, VA 20171 as of the date on which it bears the authorized signatures of both parties and is intended to amend only the terms and conditions of the Online Educational Products and Services Order ("Order") and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order.

The following Florida Virtual Instruction Program Requirements §1002.45 shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms"). In the event of a conflict between the Amendment and the Order or Terms, this Amendment shall control.

- 1. K12 shall comply with all statutory requirements of § 1002.45 F. S.
- K12 represents that to the best of its knowledge, all curriculum provided complies in all material respects to
  the Florida Next Generation Sunshine State Standards for Each grade level and subject. Detailed course,
  and unit descriptions for grades K-8 are available at <a href="http://www.k12.com/courses/k-8-courses">http://www.k12.com/courses/k-8-courses</a> and <a href="http://www.k12.com/courses/high-school-courses">http://www.k12.com/courses/high-school-courses</a> and <a href="http://aventalearning.com/state-standards/florida">http://aventalearning.com/state-standards/florida</a>

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the K12 Florida LLC provider application.

- 3. In the event K12 provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 K12 shall provide a method for determining that a student has satisfied graduate requirements for an applicable course. K12 provides a percentage grade to the customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Schools can make the determination regarding how best to use the information supplied.
- 4. TEACHER RATIOS: K¹² takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. An average ratio for grades K-3 full-time is 65:1, grades K-3 part-time (0.5 teacher) is 30:1, 4th-8th grade full-time is 65:1, 4th-8th grade part-time (0.5 teacher) is 30:1. In high school grades 9th-12th core courses with full-time teachers have an average ratio of 200:1. Part-time teacher ratios for 9th-12th grade core courses are broken down as follows: 0.75 part-time teachers have a 150:1 ratio, 0.5 part-time teachers have a 100:1 ratio, and 0.25 part-time teachers have a 50:1 ratio. 9th-12th grade elective courses with full-time teacher ratios are 250:1.
- 5. Method for resolving conflicts among parties:

**DISPUTE RESOLUTION:** The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees.

6. Authorized reasons for termination of contract:

**NOTICE OF NON-RENEWAL:** The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment.

TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

**TERMINATION DUE TO ANNUAL FEE INCREASE:** K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

- 7. As required by Florida statute, K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.
- 8. The Section of the Terms labeled **Price and Payment** is revised to read:

**PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal

Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the thencurrent Period or Renewal Period (if any).

9. All other terms, conditions and provisions of the Order and Terms remain in full force and effect.

For K12:		
	(signature)	
***************************************	(title)	
	(date)	
For Customer:		
Jerry A. Scarborough	(signature)	
Superintendent	(title)	
	(date)	Chairperson, Suwannee County School Board

# ATTACHMENT A

# **Fuel Education Products and Services Agreement Terms**

PERIOD: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides Fuel Education LLC ("FuelEd") with written notice of nonrenewal as set forth under the section of these FuelEd Online Educational Products and Services Agreement Terms labeled Price And Payment:

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to FuelEd or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by FuelEd or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. If full payment is not timely received, FuelEd, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by FuelEd or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by FuelEd and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. FuelEd reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). FuelEd will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the thencurrent Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide FuelEd with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to FuelEd.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating

party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to FuelEd as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide FuelEd with all information reasonably required by FuelEd to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that FuelEd is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. FuelEd agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, FuelEd has a legitimate educational interest for purposes of Customer disclosing to FuelEd students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law FuelEd or its affiliates may provide Customer with confidential information (as designated by FuelEd) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, FuelEd will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that FuelEd may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that FuelEd and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in

other materials promoting the Content. FuelEd will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. FuelEd or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to FuelEd or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to FuelEd or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to FuelEd or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) FuelEd or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by FuelEd or its Affiliates in accordance with its then current practices, may request that Customer deliver to FuelEd or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: FuelEd warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND FuelEd MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, FuelEd MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE FuelEd WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. FuelEd OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FuelEd DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and FuelEd (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer

FuelEd Contract #: 00006017

of FuelEd, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of FuelEd's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name. logo, tagline or other designation of FuelEd or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, FuelEd's interests will be irreparably injured. the full extent of FuelEd's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: FuelEd agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of FuelEd related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to FuelEd within thirty (30) days of its receipt of the Claim and b) Customer permits FuelEd to assume the control and defense of the Claim with counsel selected by FuelEd. IN NO EVENT SHALL FuelEd'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO FuelEd HEREUNDER. IN NO EVENT SHALL FuelEd BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER FuelEd IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless FuelEd and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of FuelEd and subject to the conditions precedent that a) FuelEd provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) FuelEd permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of FuelEd and the Superintendent of the Customer or their respective designees. MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that FuelEd may assign all of its rights and obligations under this Agreement to any person or entity that controls FuelEd, is controlled by FuelEd, or is under common control with FuelEd or to any successor in interest that acquires all or substantially all of the assets of FuelEd; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) FuelEd is not a division or any part of Customer. Customer is not a division or any part of FuelEd. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between FuelEd and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; i) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as FuelEd; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

# SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR

DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

**MEMORANDUM** 

TO:

Jerry A. Scarborough, Superintendent of School

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer

DATE:

October 2, 2015

RE:

Agenda Item for October 27, 2015, Regular Board Meeting

# RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2015-2016 school year.

#2016-94

School District of Suwannee County, Florida and Florida Sheriffs Youth Ranches, Inc. (RENEWAL)

# **BACKGROUND:**

The Suwannee County School District contracts with the Florida Sheriffs Youth Ranches, Inc. to provide educational services.

# SCSB 2016-94 (RENEWAL)

# CONTRACT BETWEEN SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA AND FLORIDA SHERIFFS YOUTH RANCHES, INC.

This contract dated this 6th day of October, 2015, by and between the SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "School Board" and the FLORIDA SHERIFFS YOUTH RANCHES, INC., Boys Ranch, Florida 32060, hereinafter referred to as the "Youth Ranches".

#### WITNESSETH

WHEREAS, the Florida Sheriffs Boys Ranch, a program of the Florida Sheriffs Youth Ranches, Inc. is approved by the SCHOOL BOARD as an Educational Alternative Program Center serving at risk students who are in need of services outlined in the Suwannee County School Board Comprehensive Dropout Prevention Plan

#### and

WHEREAS, the SCHOOL BOARD and YOUTH RANCHES desire to enter into this Contract to provide Educational Alternatives and Disciplinary Programs for students residing at the Florida Sheriffs Boys Ranch, in accordance with Section 1001.42(4)(j) F.S. and Rule 6A-1.099, FAC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Contract agree as follows:

- 1. The Youth Ranches shall assume the following responsibilities:
  - a. Provide an educational program appropriate to meet the needs of approximately 50 students.
  - b. Recruit, hire, pay, and supervise any and all highly qualified instructional personnel for the program as defined by NCLB Federal Legislation or any other personnel employed in the program and provide the Suwannee County School Board with the following information on said personnel: salary, demographic and ethnicity within 30 days of the first student day.
  - c. Maintain an annual school calendar which will follow the Suwannee County School calendar.
  - d. Maintain all records and reports and provide such reports that are requested by the School Board or required by law. (Examples Attendance, Lesson Plans, Grades, etc.)
  - e. The Contracted School agrees that the student will be provided with course offerings to continue along a continuum of education progress so that the student, upon return to his/her home school, will not be penalized by the absence. Student transcripts must reflect the continuum of education progress.
  - f. Provide a minimum of 5 hours of instruction daily for registered students and maintain daily records to substantiate attendance.
  - g. Provide counseling services for all students.
  - h. Accept responsibility for disciplinary actions and to record and report the action taken.
  - i. Work in concert with the School Board and school officials in developing a program and curriculum for the students.
  - j. Provide appropriate classroom facilities and assume responsibilities for providing utilities and maintenance services for such facilities.
  - k. Fund all supplies, equipment, additional books, and other items not provided by the School Board.
  - Adopt as part of its governing policies, State Department of Education and School Board rules, policies and procedures relating to Educational Alternatives and Disciplinary Programs as part of Dropout Prevention.
  - m. Convene an IEP meeting prior to an ESE student being placed at the Youth Ranch. The IEP committee shall be comprised of an LEA from the Youth Ranch, an ESE teacher and a parent(s) or

# Contract

Between School District of Suwannee County, Florida And Florida Sheriffs Youth Ranches, Inc.

> guardian(s) of the student. After a review of all ESE records, the committee shall determine the most appropriate placement for a student based upon his individual needs. The Youth Ranch will assume responsibility for transferring the decision of the committee to the ESE Director. All records necessary to maintain the MIS for ESE students shall be forwarded to the district by the staff of the Youth Ranch.

- n. Maintain appropriate and current health and fire certificates for each building and provide access to buildings for inspection by appropriate authorities.
- Comply with the District's procedures to protect the confidentiality of student records and 0. information and assure they will provide the parents, or the student who is beyond the age of eighteen (18), the right of access, copies, amendments, and hearing as specified in Rule 6A-1.0955, FAC.
- Provide a staff member to be responsible for the administration of the provisions of the contract p. and for the supervision of the Youth Services Program provided to each student under the
- Provide transportation and food services. q.
- Provide liability insurance. r.
- The Contracted School agrees, in writing, that it complies with the Civil Rights Act of 1964, Title S. IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. The Contracted School will, at all times, comply with local or state standards for health and safety of students, whichever are more stringent.
- 2. The School Board agrees to accept responsibility for the following:
  - a. Pay the Youth Ranches per child, per year, an amount determined by using initial 2015-2016 State Budget data. Amount provided will be the basic student allocation per weighted FTE amount equal to that obtained by using weights for approximately 50 students in grades 4-12 for all weighted FTE minus an Administrative Cost (Set for 2015-2016 at 7.0%) and any costs incurred for virtual instruction calculated based on the state's formula for prorating FTE.
  - b. Provide payment for the services based on the following: August through October - Estimated Enrollment November through February - Adjustment and payment on October FTE March and April - Adjustment and payment on sum of October and February FTE May - Adjustment and payment on total FTE of the program with Adjustments reflecting any State Budget changes and deductions for School Board costs such as expenses related to d. and e. below.
    - Should an audit result in a need to adjust state dollars given to district for non-compliance due to actions of the Youth Ranches, repayment to the School Board will result.
  - Provide basic textbooks. c.
  - d. Provide evaluators to complete data on any full-time teacher in the professional education competence demonstration system.
  - Provide access to county activities conducted for completion of PECDS. e.
  - Provide access to student activities. f.
  - Provide access to county in-service activities. g.
  - Provide a review of instruction provided in all areas of instruction at the Youth Ranches. h.
  - Provide testing and evaluations for students referred for eligibility.
- The staff of the School Board will review and monitor the program provided by the Youth Ranches and 3. confer with the Youth Ranches staff at reasonable times.
- This agreement may only be modified or amended by mutual agreement of the parties in writing, or by the 4. School Board or Contracted School upon thirty (30) days written notice.

# SCSB 2016-94 (RENEWAL)

Contract
Between School District of Suwannee County, Florida
And Florida Sheriffs Youth Ranches, Inc.

- 5. The term of this contract shall be the regular school session beginning August 17, 2015 and terminating June 2, 2016.
- 6. Nothing in this Agreement shall be interpreted or construed to mean that the SCHOOL BOARD waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 7. 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.

  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..
- 8. The Youth Ranches shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. The Youth Ranches further agrees it will indemnify and hold the School Board, its agents, servants and successors harmless from any claims asserted against the School Board arising out of the Youth Ranches violation of FERPA or a violation of the School Board's policies and procedures, including for any costs and attorney's fees incurred by the School Board in defending such claims. While performing services under this Agreement, the Youth Ranches agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first here in above set forth.

#### THE SCHOOL DISTRICT OF SUWANNEE COUNTY

Jerry A. Scarborough, Superintendent	Date	<del></del>
Ed daSilva, School Board Chairman	Date	
FLORIDA SHERIFFS YOUTH RANCHES		
President	Date	
		"Approved as to Form and Sufficiency
		BY
		Leonard J. Dietzen, III
	D 2 . £2	Rumberger, Kirk & Caldwell, P.A.
	Page 3 of 3	Suwannee School Board Attorney"

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# SUWANNEE COUNTY SCHOOL BOARD



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> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, IXI BOARD ATTORNEY

# MEMORANDUM

**TO**:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE:

October 1, 2015

RE:

Agenda Item for October 6, 2015, Special Board Meeting

# **RECOMMENDATION:**

The Superintendent recommends approval of the following Resolution for the 2015-2016 school year:

#2016-05R Resolution in Support of National Principal's Month (New)

# **BACKGROUND:**

The School Board of Suwannee County, Florida, calls on the Governor of Florida, the Florida Department of Education, the State Legislature and the Florida School Board Association to recognize and honor the Suwannee County School District principals for their continued service and dedication to the success of all children.

# Suwannee County School District Resolution in Support of National Principal's Month October 2015

WHEREAS, our schools inspire the next generation of professionals, political leaders, artists, educators, and others who contribute to a healthy and prosperous society; and

WHEREAS, our principals are responsible for providing instructional leadership and professional management in our schools; and

WHEREAS, our principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, set performance goals and objectives, and ensure high quality instruction; and

WHEREAS, our principals are dedicated to their students' ongoing academic and intellectual development. Principals work to provide a positive support system to empower their students and to give them the right tools they need to succeed; and

WHEREAS, our principals are responsible for the safety of their students, faculty, and staff, and the security of the school; and

WHEREAS, our principals maintain student discipline carrying out a philosophy of discipline that includes setting high standards, providing the support students need, and demanding the best of them; and

WHEREAS, our principals are key to implementing state and federal education reforms in Florida; and

WHEREAS, our principals lead the way in making schools accountable to students, parents, the community, and other stakeholders. Each principal is responsible for fostering a dynamic partnership between the community and the school in order to create a positive learning environment for students; and

WHEREAS, the month of October 2015 has been declared "National Principal's Month" and is dedicated to recognizing the significant contributions of our nation's principals and the enthusiasm they have for providing quality educational experiences and guidance to their students; and

WHEREAS, the Suwannee County School District (SCSD) recognizes and appreciates the skills, dedication, and commitment of SCSD principals and the challenges they face daily; now therefore be it,

# **RESOLVED**, that the SCSD

- (1) Recognizes and commends SCSD's principals for their continued service to our children; and
- (2) Honor and acknowledge the contribution of the following SCSD's principals in the success of students in SCSD:
  - Jennifer Barrs, Principal of Branford Elementary School
  - Walter Boatright, Principal of RIVEROAK Technical College
  - Amy Boggus, Principal of Suwannee Elementary School
  - Malcolm Hines, Principal of Suwannee High School
  - Jay Jolicoeur, Principal of Suwannee Middle School
  - Jim Simpson, Principal of Suwannee Intermediate School
  - Marsha Tedder, Principal of Suwannee Primary School
  - Jimmy Wilkerson, Principal of Branford High Schools

and;

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to the Governor, all legislators representing the SCSD, and the Florida School Boards Association.

Signed the of	_, 2015, in Live Oak, Florida.
Jerry A. Scarborough, Superintendent of Schools	Ed daSilva, School Board Chairman

Dr. Jimmy Wilkerson Principal

Katrina Raulerson Assistant Principal

405 N.E. Reynolds Street Branford, Florida 32008 (386) 935-5601 Fax (386) 935-3867

# **MEMORANDUM**

TO:

FROM:

Jerry A. Scarborough, Superintendent of Schools And Jimmy Wilkerson, Principal of Branford High School

THRU:

Walter Boatright, Director of Career, Technical, and Adult Education

Janene Fitzpatrick, Assistant Superintendent of Instruction

Ted Roush, Assistant Superintendent of Administration

DATE:

September 30, 2015

RE:

Agenda Item for the October 6, 2015, Special Board Meeting

### **RECOMMENDATION:**

The Superintendent recommends approval of an out of state trip for Branford High School FFA students to attend the 2015 National FFA Convention in Louisville, KY. from October 26-31, 2015.

### **BACKGROUND:**

FFA students will compete at the National FFA Convention. The trip will be funded by the individual student. The entire cost of the trip will be collected before the students leave to go to convention.

Branford High School

Dr. Jimmy Wilkerson Principal

Katrina Raulerson Assistant Principal

405 N.E. Revnolds Street Branford, Florida 32008 (386) 935-5601 Fax (386) 935-3867

### MEMORANDUM

TO:

FROM:

Jerry A. Scarborough, Superintendent of Schools July

Jimmy Wilkerson, Principal of Branford High School

THRU:

Walter Boatright, Director of Career, Technical, and Adult Education

Janene Fitzpatrick, Assistant Superintendent of Instruction

Ted Roush, Assistant Superintendent of Administration

DATE:

September 30, 2015

RE:

Agenda Item for the October 6, 2015, Special Board Meeting

### **RECOMMENDATION:**

The Superintendent recommends approval of out of state travel for Andrea Lanier, BHS Paraprofessional (driving a van), and Stacy Young, BHS FFA Advisor, to attend the 2015 National FFA Convention in Louisville, KY, from October 26-31, 2015.

### **BACKGROUND:**

The middle school and high school FFA Chapters will fund the travel for Mrs. Young and Ms. Lanier.

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> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

# **MEMORANDUM**

TO:

Jerry Scarborough, Superintendent of Schools

FROM:

Josh Williams, Director of Information Technology

THRU:

Ted Roush, Assistant Superintendent of Administration

Vickie Music DePratter, Chief Financial Officer

DATE:

September 23, 2015

RE:

Agenda Item for October 6, 2015, Special Meeting

# **RECOMMENDATION:**

The Superintendent recommends approval of the following contract agreement:

#2016-93

Panhandle Area Educational Consortium FOCUS Lease Agreement (Revision)

# **BACKGROUND:**

This amendment revises contract #2011-113 between the Suwannee County School District and the Panhandle Area Educational Consortium which was originally approved on April 19, 2011. The purpose of the original agreement was to secure an enterprise software system capable of performing tasks associated with the District's Student, Human Resources, and Finance requirements.

This revision to the original agreement has been reviewed and approved by Mr. Leonard Dietzen, Suwannee County School Board attorney.

### SCSB 2016-93 (REVISED/RENEWAL)

### AMENDMENT #1

(Amendment to 2011-113 previously approved on 04/19/2011)

# Panhandle Area Educational Consortium – Contract 11-130 FOCUS Lease Agreement

THIS AMENDMENT, entered into by and between the Panhandle Area Educational Consortium and the Suwannee County School District, amends Contract 11-130.

- Page 1, Paragraph 2, Sentence 2, is amended to read:
   "The Administrator of Business Services or designee will direct the activities of the agreement."
- 2. Page 1, Lessor (PAEC) Terms of Service, is amended to delete Item E. Implementation and Support Training
- 3. Addendum C for Annual Maintenance and Support Services, is replaced with the following:

Phase 3: 2013-2018

This Addendum describes the Annual Maintenance and Support Services provided by FOCUS School Software, LLC.

**Annual Maintenance and Support Fee\*** 

FL reporting updates (Surveys, FASTER, WDIS)
Functional upgrades – 1 major, 1 minor / year
Software fixes and patches
Support website
Full product documentation
Phone and email support
Free webinars via support site

\*The total Annual Maintenance and Support Fee for participating districts is \$3.25 per student based on prior year FEFP 3<sup>rd</sup> calculation and prior year WDIS Summer, Fall, and Winter Student Count for each district. PAEC will invoice all participating districts and remit payment to Focus School Software, LLC. as part of the Master License Agreement between PAEC and Focus.

Payment for Phase 3 annual maintenance and support fee due July 1, 2013 and recurs each year July 1.

This amendment is hereby made a part of the contract, effective July 1, 2015.

Herbert J. Taylor, Superintendent Washington County School District

Lele Sobey, Interim Executive Director Panhandle Area Educational Consortium Jerry Scarborough, Superintendent Suwannee County School District

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney" 26-

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> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR

DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE

BOARD ATTORNEY

DISTRICT 5 LEONARD J. DIETZEN, III

# **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Bill Brothers, Director of Human Resources

DATE:

September 24, 2015

RE:

Personnel Changes List for October 6, 2015, Special Meeting

# **RECOMMENDATION:**

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