

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
January 13, 2015

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

Chief Financial Officer – Vickie Music DePratter:

1. The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (RENEWAL) (Note: The original Engagement Agreement was reviewed and approved by legal counsel, Guy Norris, Columbia County School Board Attorney, and there are no substantive changes to the renewal.)

#2015-88 Engagement Agreement between Rumberger, Kirk & Caldwell, P.A. and Suwannee County School Board for legal services
(*Renewal*) (pgs. 2-23)

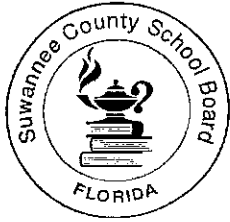
2. Discussion and possible action regarding the Fringe Benefits Committee recommendation for renewal of employee health insurance plans for the period May 1, 2015 – April 30, 2016. (A copy of the renewal is available for review in the office of the Chief Financial Officer.) (pg. 24)

Director of Human Resources – Dr. Bill Brothers:

3. The Superintendent recommends approval of the following personnel item for the 2014-2015 school year:
 - a. Transfer one Guidance Counselor (11-month) position from Suwannee High School to Suwannee Primary School, effective January 26, 2015 (pg. 25)
4. Personnel Changes List (pgs. 26-27)

Adjourn

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

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: Vickie Music DePratter, Chief Financial Officer *thd*

DATE: January 6, 2015

RE: Agenda Item for January 13, 2015, Special Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following engagement agreement:

#2015-88 Engagement Agreement between Rumberger, Kirk & Caldwell and Suwannee County School District for legal services. (Renewal)

BACKGROUND:

This agreement is to renew the engagement agreement for legal services provided through the firm of Rumberger, Kirk & Caldwell, for the 2015 calendar year. Per the terms of the original agreement, the engagement will be reviewed for renewal annually. Terms and conditions of the engagement remain the same as the prior year.

Leonard J. Dietzen
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
215 South Monroe Street
Suite 702 (32301)
Post Office Box 10507
Tallahassee, Florida 32302-2507
Phone: 850.222.6550
Fax: 850.222.8783
ldietzen@rumberger.com
www.rumberger.com

January 6, 2015

Ed daSilva, Chair
Suwannee County School District
702 2nd Street, NW
Live Oak, Florida 32064

Re: Suwannee County School ---Board Attorney Contract

Dear Mr. daSilva:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. ("RKC") as counsel on behalf of the Suwannee County School Board (the "Board" or "Client"), as pertains to legal advice involving school board issues.

This letter constitutes the engagement agreement (the "Agreement") between the Client and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the above-referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. The original is for your files. When you sign this letter, it becomes a contract between us. Please feel free to discuss this letter with independent counsel or to call me if you have any comments or questions concerning this Agreement.

1. Scope of Engagement. We have agreed the scope of our engagement will entail legal services for attending workshops, special and regular meetings, staff conferences, contract reviews, attend School Board hearings, answer any inquires regarding general school law, and perform requested legal services as set forth in your RFP No. 10-215.

RKC is retained by the Board, reports directly to the Board, and shall be directly responsible to the Board. Provided however, nothing in this Agreement shall be construed to prohibit or preclude the rendition of legal services to the Superintendent of Schools and the members of the Superintendent's staff. It is the express intent of the Board and RKC that the legal advice, counsel, and services of RKC shall be available to the Superintendent, the Superintendent's staff, and to such other of the Board's employees as the Board shall designate, including Board Members, the Superintendent, Assistant Superintendents, and authorized members of the administrative staff, including

Ed daSilva, Chair
January 6, 2015
Page 2

Directors, and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

When providing advice to the Superintendent of Schools or other District staff members, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent, or others, would create a conflict of interest or potential conflict of interest with RKC's representation of the Board. At such time as it appears to RKC that a conflict of interest exists or may exist, RKC shall promptly notify the Board and the Superintendent of such conflict or potential conflict. In all instances the Board is the client of RKC and the Board's needs and interests shall be served to the exclusion of the Superintendent or others with whom such conflict exists or may exist.

RKC shall assist the Board in obtaining outside counsel whenever appropriate.

2. Limitations on Obligation. RKC is not engaged to provide tax advice concerning this matter, including the tax consequences of various outcomes or settlement proposals. RKC encourages you to obtain separate tax counsel to consider any potential tax issues.

3. Fee for Services. Leonard J. Dietzen of RKC will charge \$200.00 per hour for all Board related services outlined in this Agreement and the RFP No. 10-215. Other RKC partners will charge the same rate. RKC Associates will be billed at \$150.00 per hour. All legal services will be charged in increments of one tenth (1/10) of an hour for actual attorney time rendered. The firm agrees to submit monthly invoices and to advance all costs up to \$300.00 per month.

These rates are subject to review and adjustment by mutual agreement in December 2015 and every December thereafter so long as RKC is serving as School Board Attorney.

Mr. Dietzen will agree to make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. RKC will not charge for any attorney fees for travel time to and from Suwannee County. Only IRS approved mileage will be charged.

4. Costs and Expenses. In addition to fees for legal services, there are certain costs and expenses that the Board may be obligated to pay. RKC shall be reimbursed for expenses incurred on behalf of the Board (i.e., cellular and long distance telephone calls, photocopying, delivery charges, and postage expenses, and the like) at the rate of 1.0 times the actual expenses. All reimbursable expenses related to legal services shall be itemized and included in the monthly invoices. Costs over \$300.00 shall be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

The Board will reimburse RKC for annual dues and assessments actually paid for the Attorney's membership in The Florida School Board Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

Ed daSilva, Chair
January 6, 2015
Page 3

The Board will reimburse all travel expenses in accordance with School Board Policy for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the monthly invoices as appropriate.

5. Payment of Fees and Expenses. All fees and costs shall be payable on a monthly basis.

6. Cooperation. In order to enable RKC to effectively render the services contemplated, the Board agrees to disclose fully and accurately all facts and to keep us apprised of all developments relating to pending matters before the Board. The Board agrees to cooperate fully with RKC and to make itself or its representatives available to attend meetings, conferences, hearings and other proceedings as necessary.

7. Contract Term. The contract term for the services as School Board Attorney to be performed by RKC will commence on January 1, 2015, and conclude on December 31, 2015, subject to the right of the Board to terminate such services on thirty (30) days written notice to RKC, and subject to renewal for successive one-year terms upon specific approval by the Board at each December Regular Board Meeting.

8. Termination of Representation. It is understood that, subject to any limitations imposed by the Rules Regulating the Florida Bar, RKC or the Board may terminate RKC's representation upon thirty (30) days written notice.

9. No Warranty. The Board acknowledges that the Board and RKC have made no guarantees as to the outcome of this matter.

10. Client Documents. RKC will maintain any documents the Board furnishes RKC in RKC's client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is the Board's obligation to advise RKC as to which, if any, of the documents in RKC's files the Board wishes RKC to turn over to the Board. RKC will retain any remaining documents in its files for a reasonable period of time and ultimately destroy them in accordance with its record retention program schedule then in effect.

In the event that RKC's representation is terminated and the Board has not paid for all services rendered and/or other charges accrued on its behalf to the date of RKC's withdrawal, RKC may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in its possession until such charges are paid.

11. Subsidiaries, Parents and Affiliates. RKC represents the entity identified in the first paragraph of this letter. RKC represents many entities, some of which may be related, subsidiary, parent or affiliated entities. Furthermore, from time to time, the entity may be sold, acquired or transferred, creating a new set of related, subsidiary, parent or affiliated organizations. RKC adheres to the applicable Bar rules regarding such entities. Therefore,

Ed daSilva, Chair
January 6, 2015
Page 4

please provide an ongoing list of entities which may be related, affiliated, parents or subsidiaries of your entity so RKC does not inadvertently find itself in a conflict of interest which may compromise RKC's ability to represent your entity.

12. Professional Liability Insurance. RKC shall at all times maintain professional liability insurance coverage with minimum limits of liability of \$1,000,000.00 per claim; \$1,000,000.00 total limit.

The Board and RKC agree that any dispute regarding RKC's engagement on this matter will be adjudicated in federal or state court in Suwannee County. Florida law will apply without regard to conflict of law principles.

(THE REMAINING PAGE IS INTENTIONALLY LEFT BLANK)

Ed daSilva, Chair
January 6, 2015
Page 5

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on this _____ day of January, 2015.

**Signed, sealed and delivered in
the presence of these witnesses:**

School Board of Suwannee County, Florida

Witness Signature

By _____
Ed daSilva
Chair

Type or Print Name of Witness

Witness Signature

ATTEST _____
Jerry A. Scarborough
Superintendent

Type or Print Name of Witness

Rumberger, Kirk & Caldwell, P.A.

Witness Signature

BY _____
Leonard J. Dietzen, III
Florida Bar No. 0840912

Type or Print Name of Witness

Witness Signature

Type or Print Name of Witness

Rumberger

KIRK & CALDWELL

**Response to
Request for Proposal
for**

**School Board of Suwannee County
RFP Title: Legal Services Board Attorney
RFP No: 10-215**

**Vickie Music, Chief Financial Officer
School Board of Suwannee County
702 2nd Street, NW, Live Oak, FL 32604**

December 9, 2010

Primary Contact:

**Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
215 S. Monroe Street, Suite 702
Tallahassee, FL 32301
850.222.6550
ldietzen@rumberger.com**

ORIGINAL

TABLE OF CONTENTS

Letter of Transmittal	1
Past Record and Experience	2-9
Fee Structure	10
Documents to be Returned	
Invitation to Bid	11
Public Entity Crimes Form	12
Drug-Free Workplace Policy	13

LETTER OF TRANSMITTAL

A. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.

Pursuant to the School Board of Suwannee County Request for Proposal issued November 15, 2010, for Legal Services Board Attorney, Rumberger, Kirk & Caldwell, P.A. (Firm) submits this Letter of Transmittal and related documents specifying the Firm's capabilities and interest for consideration.

Rumberger, Kirk & Caldwell is pleased to be considered to represent the Suwannee County School Board (SCSB) with regards to its legal needs. We have an in-depth understanding of the scope of work involved, and should we be selected, are committed to carrying out the responsibilities to the best of our abilities, in good faith, and in the best interests of the SCSB.

B. Give names of persons who will be authorized to make representations for the proposer, their titles, and telephone numbers.

Leonard J. Dietzen, III, Partner, 850.222.6550

David C. Willis, Partner, 407.839.2186

Matthew J. Carson, Associate, 850.222.6550

C. Give the attorney's Florida Bar Number. If the Proposer is a firm, the Bar Number for each individual must be listed.

Leonard J. Dietzen, III - 840912

David C. Willis, Partner - 477435

Matthew J. Carson, Associate - 827711

PAST RECORD AND EXPERIENCE

A. State whether the attorney or firm is local, regional or national.

Rumberger, Kirk & Caldwell is a local Florida firm.

B. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

Tallahassee: Partners - 5, Managers - 0, Supervisors - 0, Seniors - 1, Staff - 5

Orlando: Partners - 17, Managers - 5, Supervisors - 0, Seniors - 2, Staff - 69

C. Describe the attorney's or firm's experience in Florida School board attorney law.

Leonard Dietzen will be the primary partner responding to this RFP. However, Mr. Dietzen will also have valuable resources within Rumberger, Kirk & Caldwell, P.A., to assist him in handling the day-to-day responsibilities of representing the Suwannee County School Board.

Mr. Dietzen currently represents numerous public entities throughout Florida and has done so for more than twenty years. He has represented sheriff's offices, cities, counties, superintendents and school boards in administrative, state and federal forums. While representing public sector employers, Mr. Dietzen has developed a unique understanding of the importance of complying with Florida's public records and Sunshine laws. Recently, Mr. Dietzen was lead Florida counsel in a landmark public records case filed by 23 newspapers and news organizations. He has made numerous presentations to the Florida Sheriff's Association, Florida Police Chief's Association, Florida Public Employers Labor Relations Association, Florida Education Negotiators and the Florida School Board Association on a wide variety of topics including collective bargaining issues, human resources in the electronic age and public records.

While concentrating his practice on employment law, Mr. Dietzen has had the occasion to work with numerous school boards and superintendents in many capacities. Frequently asked to represent superintendents during union negotiations and on personnel matters, Mr. Dietzen has given many school boards quick, decisive opinions on the numerous Florida and Federal laws that impact their day to day operations. He has represented school boards before the Public Employees Relations Commission (PERC) and has successfully and efficiently negotiated numerous resolutions. Mr. Dietzen has also handled arbitrations for school boards when contract disputes could

not be resolved between the parties. Well-versed in the Florida laws of education, Mr. Dietzen looks forward to bringing his expertise to Suwannee County School Board.

Mr. Dietzen currently has both an active litigation and labor law consulting practice. He is familiar with both Federal and State Rules of Evidence and has many active cases to keep him current on the latest legal developments in court. He frequently represents public sector clients on constitutional claims, Title VII, ADA, FMLA and ADEA claims.

Through his representation of management in the collective bargaining process, Mr. Dietzen has acquired a unique perspective on how to advise and work with staff on complex issues in the education field. He has developed a working relationship with union representatives and their attorneys and many clients have benefited from his ability to creatively resolve conflict between competing interests.

Mr. Dietzen currently provides legal advice to the Escambia County School Superintendent on a wide variety of school laws. He is representing the District in a hearing before the Division of Administrative Hearings (DOAH). Recently, Mr. Dietzen was retained by the Jefferson County School Board Superintendent to assist with collective bargaining. Other past and current school clients include the school districts of Gulf County, Levy County, Walton County and Columbia County.

Mr. Dietzen will work with partner David Willis, who is Board Certified in Business Litigation and Construction Law. Mr. Willis has extensive litigation experience in contract real estate and construction law.

Mr. Willis currently serves on the Construction Law Certification Committee for The Florida Bar. He has represented owners throughout the entire construction process from project design, contract negotiation through project closeout. Mr. Willis is particularly familiar with the requirements for construction of public educational facilities, whether a competitively bid project, a design-build project or a project run through a construction manager. When working with owners, he focuses on problem avoidance and early resolution of problems that do arise so as to avoid costly litigation. If litigation cannot be avoided, Mr. Willis is skilled at handling such matters having litigated or arbitrated numerous construction disputes throughout his 26 year career.

Because he himself is an elected official in a small municipality, Mr. Willis is uniquely qualified to assist local governmental authorities, such as school boards. As a result, he appreciates more than most the goals and constraints of local governmental officials. This, of course, includes the obligations to govern in the sunshine.

Should the need arise, Mr. Willis will assist Mr. Dietzen with real estate and contract matters as he has handled a wide variety of real estate transactions. In addition, he has drafted numerous service and vendor contracts during his practice.

Additionally, Mr. Dietzen has worked with the Florida Department of Education (DOE) attorneys and investigators. He also represents several charter schools which have unique relationships with the School Districts and the DOE. In fact, associate Matthew Carson, who will be working closely with Mr. Dietzen, was formerly Assistant General Counsel with the DOE.

Mr. Carson was with the DOE from October 2004 to October 2006. He provided legal counsel to the Commissioner of Education and senior staff in numerous areas of law and with an emphasis on the Individuals with Disabilities Education Act. He reviewed the Department's personnel determinations and defended the same before DOAH. In 2008, Mr. Carson served as an informal hearing officer for the DOE. He heard appeals brought by school boards who were denied the opportunity to be the exclusive Charter School Authorizer for their District. He conducted hearings for six school boards in which he heard testimony from school board and charter school personnel, and prepared recommended final orders for the State Board's review and adoption.

D. Describe any disciplinary action taken against the attorney, firm or individual associated with the firm by The Florida Bar.

None.

E. Give the names and addresses of at least three (3) school boards or other agencies for whom similar services have been performed within the last five (5) years and the date and the specific service rendered in each case.

- Suwannee County School Superintendent
Jerry, A. Scarborough, Superintendent
702 2nd St NW
Live Oak, Florida 32064-1608
Dates of service: 2008-2009, 2009-2010 and 2010-2011 school years
Services provided: collective bargaining assistance; Impasse proceedings;
resolution of grievances and general HR consulting
- Escambia County School Superintendent
Malcolm Thomas, Superintendent
215 West Garden Street
Pensacola, Florida 32502
Dates of Service: 2009-2010 and 2010-2011 school years

Services provided: assisted in collective bargaining and HR matters; handled an arbitration and unfair labor practice charge at PERC; currently handling a DOAH case with regards to a teacher termination.

- Columbia County School Board
Mike Millikin, Superintendent
372 West Duval Street,
Lake City, Florida 32055
Dates of service: 2008-2009 and 2010-2011 school years
Services provided: hired to represent the District on four Title VII cases; one case is still pending; also assisted on collective bargaining issues during the current school year
- Gadsden County School Board
Reginald James, Superintendent
35 Martin Luther King, Jr. Boulevard
Quincy, Florida 32351
Dates of service: 2009-2010 and 2010-2011 school years
Services provided: hired to assist General Counsel in resolving an Unfair Labor Practice Charge filed by both teachers and support staff unit; assisted general counsel in resolving collective bargaining and grievance issues
- Levy County School Board Superintendent
Robert O. Hastings, Superintendent
P.O. Drawer 129 or 480 Marshburn Drive,
Bronson, Florida 32621
Dates of service: 2009-2010 school years
Services provided: handled an arbitration with regards to a planning time grievance
- Jefferson County School Superintendent
William Brumfield, Superintendent
575 South Water Street
Monticello, Florida 32344
Dates of service: 2010-2011 school year
Services provided: assisted in collective bargaining
- Gulf County School Superintendent
Tim Wilder, Superintendent
150 Middle School Road

Port St. Joe, Florida 32456

Dates of service: 2008-2009 school year

Services provided: represented superintendent in a hearing before the School Board regarding a teacher grievance

- City of Fernandina Beach

Tammi E. Bach, City Attorney

204 Ash Street

Fernandina Beach, FL 32034

Dates of service: 2007 - present

Services provided: assigned numerous litigation cases to defend the City in State and Federal Court; currently assisting General Counsel on general governmental issues such as impact of ordinances and public record issues

- Charlotte County Sheriff Office

Emma Dennison

7474 Utilities Road

Punta Gorda, FL 33982

Dates of service: Began representing the CCSO more than fifteen years ago.

Services provided: served as chief negotiator for five separate contracts; handled several Career Service hearings involving termination and handled one arbitration; defended various sheriffs over the years in Federal court for police liability and civil rights cases; currently providing general labor advice relating to union contracts

- Sarasota Sheriff Office

Kurt A. Hoffman, General Counsel

2071 Ringling Blvd

Sarasota, Florida 34237-7040

Dates of service: 2002 - present

Services provided: served as Chief Negotiator in union negotiations for three units for approximately the last 8 years; currently providing general HR advice

B. Professional resume of lead attorney to be assigned to School Board of Suwannee County, Florida, including past employment history.

LEONARD J. DIETZEN, III

Leonard Dietzen concentrates his practice on the representation of private and public sector employers in all aspects of labor and employment law. From consulting with clients to representing them in administrative proceedings and litigation, his practice encompasses the full spectrum of activities attendant to the employment relationship. In addition to employment matters, Mr. Dietzen's general civil litigation practice includes civil rights and public entity law in both federal and state courts. He also represents police departments and sheriff's offices in cases involving such things as use of force, false arrest and tasers.

Exclusively representing management, Mr. Dietzen routinely consults with employers on the development, application and implementation of policies and procedures which can help them avoid employment related claims and the disruption which they can cause. Fluent in the state and federal statutory scheme pertaining to labor and employment matters, Mr. Dietzen is a frequent, and sought after, speaker on employment issues. He is often asked to speak at trade association meetings and is invited to make presentations to public and private employers alike. In recent years, Mr. Dietzen has spoken on such topics as public records law, the Officer's Bill of Rights and the impact of social media in the workplace.

With a traditional labor background, he represents employers who face claims brought under the Florida Public Employee Relations Act. His practice includes assisting employers with union elections and collective bargaining. Mr. Dietzen has experience negotiating union contracts for law enforcement agencies and school boards.

When a grievance or a claim arises, he provides aggressive representation of the employer. Mr. Dietzen has arbitrated claims rising from suspensions, emotions and terminations. He has extensive experience representing employers in administrative proceedings including those before the Equal Employment Opportunity Commission (EEOC), the Florida Commission on Human Relations (FCHR), the Department of Labor, and the Florida Ethics Commission. Well-versed in the state and federal statutes governing the employment relationship, Mr. Dietzen has litigated claims under Title VII of the civil Rights Act including those alleging discrimination based on race, religion, gender, national origin and pregnancy. He has represented employers in cases brought under the Age Discrimination and Employment Act (ADEA), the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Florida Civil Rights Act, Chapter 760. He has represented clients in public sector whistle blower claims,

workers' compensation retaliation claims, state and federal constitutional claims and claims brought under 42 U.S. C. Sections 1981, 1983 and 1985. Mr. Dietzen's clients have included cities, sheriffs, school boards, police departments, counties and the State of Florida,

ARTICLES AND PRESENTATIONS

- "How to Investigate an Officer under the Officer's Bill of Rights", presentation to Preferred Governmental Insurance Trust and Florida Police Chiefs' Association, July 21, 2010
- "Employers Must Be Prepared to Act Quickly after Supreme Court's Quon Ruling", article published in *Corporate Counsel*, June 21, 2010
- "Lifting lid on Pandora's Box (re: impact of City of Ontario v. Quon)," article published in *Orlando Sentinel*, May 28, 2010
- "Past Practice", presentation to Florida Educational Negotiators, May 10, 2010
- "Navigating the Storm: Public Records, Smart Phones and Social Media," presentation to Florid Public Employers Labor Relations Association, February 9, 2010
- "Social Networking Benefits, Risks & Rules", presentation to Rumberger, Kirk & Caldwell, P.A., February 8, 2010
- "PINing in the Public Arena: Beware of 'Private' Texting", article published in *The Briefs* (Orange County Bar publication) p. 27, December 2009 / January 2010
- "HR in an Electronic World 102, presentation to Florida Association of School Personnel Administrators," November 5-6, 2009
- "Technology, Public Records, Documentation and Discrimination," presentation to Suwannee County Administrators, October 26, 2009
- "Teacher Performance, Educator Misconduct, Documentation & Discrimination," presentation to Suwannee County Administrators, August 3, 2009
- "Impasse: Timing Is Everything", presentation to Florida School Board Association, June 11, 2009
- "Email Pitfalls, presentation to Tallahassee Chamber of Commerce," May 21, 2009
- "Impasse & Beyond: How the Process Works", presentation to Florida Educational Negotiators, May 14, 2009
- "Employment Arbitration and Mediation Agreements," presentation to Sterling Education Services, Inc., April 28, 2009

PREVIOUS EMPLOYMENT

2006 - present	Partner, Runberger, Kirk & Caldwell, P.A.
2003 - 2005	Partner, Allen, Norton & Blue, P.A.
1994 - 2003	Attorney, Powers, Quaschnick, Tischler, Evans & Dietzen
1990 - 1994	Attorney, Parker, Skelding, Labasky & Corry, P.A.
1987 - 1989	Law Clerk, Parker, Skelding, Labasky & Corry, P.A.

EDUCATION

Florida State University, College of Law - J.D., *with honors*, 1989

University of Central Florida - B.A., Economics, *cum laude*, 1986

REFERENCES

- Dr. Wayne Blanton, Executive Director
Florida School Board Association
203 S. Monroe Street
Tallahassee, FL 32301
850.414.2578
- Dr. Mary Chambers
66 Seaside N. Ct.
North Key West, FL 33040
305.894.3606
- Thomas Brooks, Esquire
Meyer Brooks Demina & Blohm PA
131 N Gadsden St
Tallahassee, Florida 32301-1507
850.878.5212

FEE STRUCTURE

Rumberger, Kirk & Caldwell will charge \$200.00 per hour for all Board related services that is outlined in this RFP. Other partners will charge the same rate. Associates will be billed at \$150 per hour. The firm agrees to submit monthly invoices and to advance all cost up to \$300 per month.

Mr. Dietzen will agree to make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. If he is unable to attend, Mr. Carson will attend for the firm. The Firm will not charge for any attorney fees for travel time to and from the District. Only IRS approved mileage will be charged.

Rumberger
KIRK & CALDWELL

December 8, 2010

Marisa F. Gonzalez
Director of Marketing
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law

Lincoln Plaza, Suite 1400
300 South Orange Avenue (32801)
Post Office Box 1873
Orlando, Florida 32802-1873
Phone: 407.872.7300
Fax: 407.841.2133
mgonzalez@rumberger.com
www.rumberger.com


Vickie Music, CPA
Chief Financial Officer
School Board of Suwannee County, Florida
702 2nd Street, NW
Live Oak, FL 32064

Re: RFP # 10-215, Legal Services Board Attorney
Invitation to Bid

Dear Ms. Music:

As per our telephone conversation today, this is to confirm that inclusion of an Invitation to Bid in our response to the above referenced RFP is not required since there was no formal invitation sent out. This is in reference to Section 5, Documents to be Returned, item A.
Thank you.

Regards,


Marisa F. Gonzalez
Director of Marketing

**SWORN STATEMENT UNDER SECTION 287-133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 10-215 for School Board of Suwannee County, Florida Legal Services Board Attorney.
2. This sworn statement is submitted by Rumberger, Kirk & Caldwell P.A.
(Name of entity submitting sworn statement)
Whose business address is 215 S. Monroe Street, Suite 702, Tallahassee, FL 32301
and (if applicable) its Federal Employee Identification Number (FEIN) is 59-2089901.
3. My name is Francis H. Sheppard and my relationship to the entity named above is Shareholder and Managing Partner of Rumberger, Kirk & Caldwell.
4. I understand that a "Public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133 (1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Francis H. Skppard
(Signature)
Date: Dec 6, 2010

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Francis H. Skppard who, after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of December, 2010.

Lisa Griffin
NOTARY PUBLIC

My commission expires: _____

LISA GRIFFIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD831027
EXPIRES 12/21/2012
BONDED THRU 1-888-NOTARY1

**DRUG AND ALCOHOL ABUSE ON FIRM
PREMISES OR AT FIRM-SPONSORED EVENTS**

The Occupational Safety and Health Act and related state and safety laws require employees to maintain a safe workplace. Therefore, the firm prohibits the use, sale, or distribution of alcohol, non-prescribed and illegal drugs on its premises, while employees are engaged in firm business, or at firm-sponsored business events. Any drug prescribed by a physician may not be dispensed to any individual other than the person to whom the medication is prescribed.

The only exception to this policy would be the use of over-the-counter medications, such as Tylenol or aspirin, or consumption of alcohol during firm functions when alcohol may be supplied by the firm.

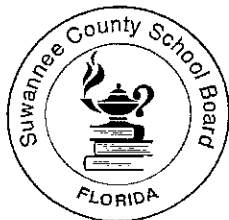
Abuse of this policy may lead to dismissal.

As the person authorized to sign this statement, I certify that the above is the firm's policy regarding drug and alcohol abuse which is enforced by our managers and supervisors.


RESPONDENT'S SIGNATURE

DATE

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2nd Street, NW • Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635
www.suwannee.k12.fl.us

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: Vickie Music DePratter, Chief Financial Officer *WMD*

DATE: January 8, 2015

RE: Agenda Item for January 13, 2015, Special Meeting

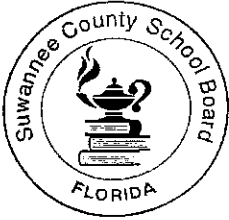
RECOMMENDATION:

The Superintendent presents information for discussion and possible action regarding the Fringe Benefits Committee recommendation for renewal of employee health insurance plans for the period May 1, 2015 - April 30, 2016. (A copy of the renewal is available for review in the office of the Chief Financial Officer.)

BACKGROUND:

The fringe benefits committee has reviewed and evaluated the health insurance renewal for plan year May 1, 2015 – April 30, 2016. It is the unanimous recommendation of the committee that this renewal be approved.

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BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Bill Brothers, Director of Human Resources

THRU: Vickie Music DePratter, Chief Financial Officer
Elizabeth Simpson, Director of Student Services

DATE: January 8, 2015

RE: January 13, 2015 Special Meeting Agenda Item

RECOMMENDATION:

Transfer one *Guidance Counselor* (11 month) position from Suwannee High School to Suwannee Primary School, effective January 26, 2015.

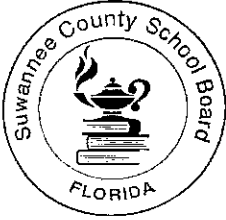
BACKGROUND:

As the primary school of enrollment, Suwannee Primary School has great needs for guidance and assessment services. In 2008, SPS had two counselors. This number has since been reduced to one. In order to restore the previous level of service, the school is in need of additional support.

Currently, Suwannee High School has the most guidance resources, with four counselors. In addition, they are utilizing an instructional unit as a testing coordinator, who has major responsibility for testing.

The testing coordinator provides much needed support to the guidance department. Therefore, three guidance counselors and one 10- month testing coordinator are most capable of delivering the necessary services. There is no additional cost to the district.

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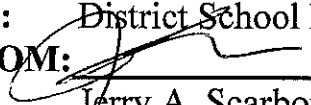
MEMORANDUM

TO: Jerry A. Scarborough *JS* Superintendent of Schools
FROM: Bill Brothers, Director of Human Resources *BB*
DATE: January 7, 2015
RE: Personnel Changes List for January 13, 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.

SUWANNEE COUNTY SCHOOL BOARD
Personnel Changes
January 13, 2015
Special Meeting

TO: District School Board of Suwannee County
FROM: 
Jerry A. Scarborough, Superintendent

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

TRANSFERS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Timothy Burbridge	SHS/Guidance Counselor	SPS/Guidance Counselor	1/26/2015	Position Transfer

End of List
2014-2015
School Year