

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
January 17, 2023

AGENDA

9:00 a.m. Call to Order/Welcome/Pledge Jerry Taylor, Chairman

9:00 a.m. RFP #23-202 – Health Insurance Marsha Brown and
Brokerage and Consulting Services Representatives

9:00 a.m. – 10:00 a.m. Aon

10:00 a.m. – 11:00 a.m. Acentria Public Risk Partners Corporation
d/b/a The Jordan Agency

11:00 a.m. – 12:00 p.m. Mark III Brokerage, Inc.

Lunch

1:00 p.m. IT Department Update Josh Williams
• Contract #2023-106 (Renewal/Revised) (pgs. 2-7)

1:15 p.m. Director of Career, Technical, and Adult Mary Keen
Education Department Update
• Contract #2023-107 (New) (pgs. 8-15)

1:30 p.m. Adjourn



PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The School Board of Suwannee County, Florida**, hereinafter, the "District," pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **PAEC Student Data Services**, and **The School Board of Suwannee County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2022 and shall end on June 30, 2023.

WHEREAS, the "District" has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, the "District" agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT. The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:

- A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
- C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
- D. Training of district MIS contact:
 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 2. Quarterly training sessions of pertinent procedures involving the Student Information System.
 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
- E. Weekly hot topic email newsletter.
- F. Web repository of training documents and videos.
- G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
- H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

PAEC STUDENT DATA SERVICES

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- II. GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee.
- III. DISTRICT RESPONSIBILITIES**
- A. Provide and report accurate and clean data.
 - B. Responsible for attending conference calls and trainings.
 - C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
 - D. Responsible for importing data (i.e. test scores) into system.
 - E. Responsible for facilitating internal training to district personnel.
- IV. PAEC ASSETS.** Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.
- V. DISTRICT FINANCIAL PARTICIPATION.** The “District” will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$13,500 plus a sum per most recent unweighted FTE 3rd calculation and Workforce Development Information System (WDIS) as per the 2021-22 year’s enrollment @ a rate of \$1.18. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.
- VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the “renewal date”) and shall end on June 30 of each school year (the “termination date”), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.
- VII. TERMINATION/SUSPENSION OF AGREEMENT**

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw (“Terminate”) from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15th of each year

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- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, the "District", agrees to pay The School Board of Washington County, Florida, fiscal agent and District of Record for PAEC, the sum of \$20,688.16, and the Focus License Fee of \$37,285.12 (\$6.12 x 6,092.34 FTE) - a total of \$57,973.28 - payable upon execution of this resolution/contract.

School Board of Suwannee County

**School Board of Washington County on
behalf of Panhandle Area Educational
Consortium**

Ted L. Roush, Superintendent

Herbert J. Taylor, Superintendent

Date:

Date:

Jerry Taylor, Board Chairman

Milton Brown, Board Chairman

Date:

Date:

"Approved as to Form and Sufficiency
BY

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

BOD approval: May 12, 2022

WCSB approval: June 13, 2022

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:



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School Board of Suwannee County**School Board of Washington County on
behalf of Panhandle Area Educational
Consortium**_____
Ted L. Roush, Superintendent_____
Herbert J. Taylor, Superintendent

Date:

Date:

Jerry Taylor, Board Chairman_____
Milton Brown, Board Chairman

Date:

Date:

"Approved as to Form and Sufficiency
BY _____

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

BOD approval: May 12, 2022

WCSB approval: June 13, 2022

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:



This Consulting Agreement ("Agreement") is made and effective January 1, 2023

BETWEEN: **Key Innovative Solutions** (the "Consultant"), a company organized and existing under the laws of the State of Florida, with its head office located at:

4352 W. Kennedy Boulevard #117
Tampa, FL 33609

AND: **Suwannee County School Board** (the "Client") organized and existing under the laws of the State of Florida, with an office located at:

1740 Ohio Avenue South
Live Oak, FL 32064

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The client hereby employs the consultant to develop a strategic proposal to create several opportunities to address the current and prospective workforce needs.

Services include the following:

Services:

- a. Grassroots services: build coalition of county health departments, hospital executives, healthcare company CEO's and other workforce partners to elevate the awareness for nursing professionals
- b. Organize local Healthcare Task Force gatherings to bring in professionals, along with Suwannee County School District, to further educate not only those in healthcare but also the public at large for the need of the growth of the program
- c. Build support among key stakeholders for nursing professional expansion
- d. Execute local, state and federal affairs plans which seek to elevate the District's nursing program center to provide for local workforce needs
- e. Bring elected officials and other key leaders to the District for substantive meetings and discussions on the need for nursing professionals and other health care workforce needs
- f. Obtain meetings in Tallahassee with the Commissioner of Education, various executive branch agency heads like Agency for Healthcare Administration (AHCA) and Elder Affairs, Department of Health, Lt. Governor Nunez as well as state legislators
- g. Build support among state legislators for a state appropriation for nursing program



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- h. Build support among Congressional Members for a federal appropriation for nursing program: Sen. Marco Rubio (R-FL), Sen. Rick Scott (R-FL) and Rep. Dr. Neal Dunn (R-FL)
- i. Communicate by way of biweekly emails or telephone calls to ensure accountability and accurate progress on all pending activities

2. TERMS OF AGREEMENT

The initial term of this agreement is from January 1, 2023 through December 31, 2023. Either party may cancel this agreement with 30 days' notice to the other party in writing, by certified mail or personal delivery. Key Innovative Solutions mailing address is 4352 West Kennedy Boulevard #117, Tampa, FL 33609

3. PAYMENT TO CONSULTANT

Services provided by the consultant are compensated by a monthly retainer billed at the first of each month and due on the last day of each month. The monthly retainer of \$6,000 per month for twelve months (duration of this contract) equals \$72,000.00 in total compensation for the consultant. Additionally, all travel and expenses will be pre-authorized by Suwannee County School Board and reimbursed to Key Innovative Solutions within 30 days of submission. Payments made to consultant can be mailed to:

4352 West Kennedy Boulevard #117
Tampa, FL 33609

4. INDEPENDENT CONTRACTOR

Both the client and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract and neither has the authority to bind the other to any third party. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

5. CONFIDENTIAL INFORMATION

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which is confidential or proprietary or which concerns the personal, financial, business operations, strategies or other affairs of the



Client, or which concerns any confidential or personal information of its students, will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations. Consultant agrees not to disclose any such information, or any information concerning the terms of this Agreement, to any unauthorized individual, except as may be required by law; to protect any such information from unauthorized disclosure, applying such protections as are reasonably prudent for the protection of such information or required by law; to notify Client immediately of any unauthorized disclosure that is known to or reasonably suspected by consultant; to cooperate fully with client to mitigate the effects of any unauthorized disclosure; and to comply with all applicable laws and regulations. If consultant is required to disclose client's confidential information by a court or other tribunal, it shall promptly notify client, before making such disclosure, in order to allow client a reasonable opportunity to seek an appropriate order protecting the confidentiality of the information. This provision shall survive the termination of this Agreement.

6. EMPLOYMENT OF OTHERS

The client may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the client, but in no event shall the consultant employ others without the prior authorization of the client.

7. GOVERNING LAW / VENUE

This Agreement shall be governed by the laws of the State of Florida without reference to any conflict of laws principles. Any legal proceedings in connection with the performance of this engagement shall be brought and maintained exclusively in a court of competent jurisdiction in Suwannee County, Florida.

8. INDEMNITY

Consultant agrees to defend, indemnify, and hold harmless Client and its officers, and employees, from and against any claims (including reasonable attorney fees) arising out of or relating to a) Consultant's breach of any of the terms of this Contract and/or b) any gross negligence or willful misconduct by Consultant or any of its employees. Nothing in the Contract shall limit, alter, or otherwise modify the Client's sovereign immunity under Chapter 768, Florida Statutes.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Suwannee County School Board

Key Innovative Solutions

Jerry Taylor, Board Chairman

Karin Hoffman

Ted L. Roush, Superintendent of Schools

Print Name

Date



Introduction:

Key Innovative Solutions is a boutique consulting firm specializing in connecting a multitude of industries to local education agencies in the effort to conceptualize, design, implement and grow the in-demand talent pipeline through workforce development. Key will work to build support among key stakeholders in the community for expanded nursing professionals including county health departments, primary and secondary education leaders, post-secondary education leaders, hospital and healthcare CEO's and executives as well as state lawmakers and executives, including your state legislators and agency leaders, like the Secretary of the Florida Agency for Healthcare Administration.

Key will help organize public meetings, panels and presentations to assist in building support for the nursing program. Key will actively identify opportunities for financial assistance from various areas by bringing in Sen. Rene Garcia of New Century Partnership and TC Wolfe of New Century Government Affairs to assist in local, state and federal government relations.

New Century Partnership Consultant Overview

Rene Garcia:

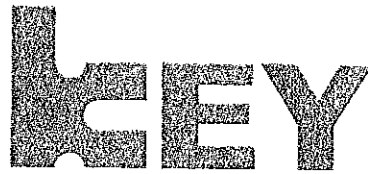
Senator Garcia is a Florida International University alumnus, obtaining his bachelor's degree in Political Science and completed a master's degree in Business Administration with a concentration in Health Policy and Management from the University of Miami.

He was first elected to the City of Hialeah Council in 1997. In 2000, Senator Garcia was elected to the Florida House of Representatives; in 2010, Garcia was elected to the Florida Senate where he served for eight years. Throughout his years of public service, he has been advocating for public policies that enhance access to high quality, affordable health care, especially for children, the elderly, the disabled and veterans.

As former Chair of the Health and Human Services Appropriations Subcommittee in the Florida Senate and Chair of Health Policy in the Florida House of Representatives, he's gained a unique perspective and understanding of the interrelationship of policy and appropriations.

He started his professional career working for CAC Care Plus, a Medicare HMO, as Director of Community Affairs, where he served as patient advocate for the health plans.

Subsequently, after obtaining his MBA, he completed an Administrative Fellowship at Cedars Hospital. During his fellowship program, he gained the knowledge and experience about the management of the day-to-day operations of a major hospital with over four-hundred beds in South Florida. In this role, he worked collaboratively with Cedars' medical



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staff and administrative personnel to ensure patients were receiving the highest quality of care and services. After completing his Fellowship at Cedars, he went on to work at Mercy Hospital as Senior Vice President of External Affairs, overseeing the hospital's marketing and public relations department. Currently, he works as Vice President of Marketing and Public Relations at New Century Partnership, a firm he co-founded, that specializes in healthcare services management, business development and compliance.

Senator Garcia has come full circle in his political and professional career, ending his tenure in the Florida Legislature, serving as Chair of the Children, Families, and Elder Affairs Committee. He currently serves on the Miami-Dade County Commission, representing District 13, which incorporates Northwest Dade. Throughout his career, he has been consistent with the same message, government should be the voice for the voiceless.

New Century Government Affairs (NCGA) Consultant Overview

NCGA is a boutique consulting firm specializing in education, government affairs, strategy advisement, grassroots lobbying services and executive communications. We assist each client with the integration of full-service advocacy programs, legislation / regulatory monitoring services, lobbying / engagement, grassroots services, relationship-building and pursuing funding and awareness opportunities. NCGA maintains offices in Washington, D.C. and Miami, FL.

TC Wolfe has lobbied the federal government and numerous state governments for nearly 20 years and has built his career advocating for good public policy and a healthy and fair federal regulatory environment. His area of expertise is primary, secondary and post-secondary education, healthcare, information technology, immigration reform, veterans' affairs, mental health and the Congressional appropriations process. Uniquely tied to Florida, Wolfe's relationships are built on trust, honesty and integrity. NCGA prides itself of bringing great legislative issues to Members of the Florida Congressional delegation and to Members of Congress serving on relevant committees of jurisdiction. Wolfe is a bipartisan lobbyist.



E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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