SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING April 9, 2019

AGENDA

Call to Order - Immediately following the Workshop

<u>Assistant Superintendent of Instruction – Janene Fitzpatrick:</u>

- 1. The Superintendent recommends approval of the following curriculum items:
 - a. 2019-2020 School Calendar (Revised) (pgs. 2-3)
 - b. 2020-2021 School Calendar (Revised) (pgs. 4-5)

Director of Human Resources – Walter Boatright:

- 2. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
 - #2019-94 Contract between the Florida Learning Alliance, Inc. (FLA, Inc.) and the District School Board of Suwannee County to provide a staff development management system referred to as the Track Application and related support services (*Renewal*) (pgs. 6-12)

Adjourn



SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL CALENDAR 2019-2020

MY CHOICE for High Quality Education!

July	201	9			
July 1-31: Summer Work Schedule July 4: Holiday	1	2	3	4	r.
July 4. Holiday	8	9	10	11	Ň
	15	16	17	18	
	22	23	24	25	26
	29	30	31		

Jar	uary 20	020			
Jan 1-3: Christmas Break Jan 6: Teacher Work Day				X	X
Jan 7: Students Return	×	7	8	9	10
Jan 17: PD Day Jan 20: MLK Holiday	13	14	15	16	17
Jan 20. WEICHONDAY	20	21	22	23	24
	27	28	29	30	31

Augı	ust 20)19			
Aug 5: Return to 5 day weeks Aug 5-9: Pre-Planning Days				1	2
Aug 12: First Day for Students	5	6	7	8	9
Aug 26: PD Day	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Febru	lary 2	2020			
Feb 14: PD Day Feb 17: Presidents Day	3	4	5	6	7
red 17. Fresidents Day	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

March 2020

5 6

12 13 19 20

26 27

Sept	ember 2	2019			
Sept 2: Labor Day Holiday Sept 23: PD Day	2	3	4	5	6
Sept 25. PD Day	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

5	6	Mar 13: End of Quarter 3 (45 days)	2	3	4	l
2	13	Mar 16: Teacher Work Day	9	10	11	I
9	20	Mar 23: County PD Day	¥	17	18	Ī
6	27		23	24	25	Į
			30	31		Ι

Octob	er 20	19			
Oct 11: End of Quarter 1 (42 days) Oct 14: Teacher Work Day		1	2	3	4
Oct 28: PD Day	7	8	9	10	11
	\mathbb{X}	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

Api	ril 202	20			
April 10: Good Friday Holiday April 20-24: Spring Break			1	2	3
April 20-24. Spring break April 27: PD Day	6	7	8	9	10
	13	14	15	16	17
	20	21	22	X	X
	27	28	29	30	

Noven	nber 2	019			
Nov 11: Veterans Day Holiday Nov 25-29: Thanksgiving Break					1
NOV 23-23. Thanksgiving break	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

Ma	y 202	20			
May 25: Memorial Day Holiday May 28-29: Early Release					1
May 29: End of Quarter 4	4	5	6	7	8
(45 days) May 29: Last Day for Students	11	12	13	14	15
way 25. Last Day to Students	18	19	20	21	22
	25	26	27	28	29

Dece	mber 2	2019			
Dec 20: Early Release Dec 20: End of Quarter 2	2	3	4	5	6
(42 days)	9	10	11	12	13
Dec 23-31: Christmas Break	16	17	18	19	20
	23	24	25	26	27
	30	31			



PD Day - Holiday for students.

Teacher W drivers, foo

Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

* Early Release days may be subject to change with prior notice. * PD Days may be converted to student days if needed for storm make-up days.

June 2020 June 1: Post-Planning Day June 1-30: Summer Work Schedule 1 2 3 4 5 10 8 9 11 1215 16 17 18 19 22 23 24 25 26 29 30



Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

Ho

Holidays for <u>ALL</u> employees and students.

SCSB Approved 12/18/2018 Revised XX/XX/XXX

	St-Planning: June 1, 2020 Friday, September 13, 2019 Friday, October 11, 2019 Friday, October 18, 2019 Friday, October 18, 2019 Friday, December 20, 2019 Friday, January 10, 2020 Friday, February 7, 2020 Friday, March 13, 2020
RTING DATES uted term of 1 st term uted	Friday, September 13, 2019 Friday, October 11, 2019 Friday, October 18, 2019 Friday, November 15, 2019 Friday, December 20, 2019 Friday, January 10, 2020 Friday, February 7, 2020
uted term uted of 1 st term uted	Friday, October 11, 2019 Friday, October 18, 2019 Friday, November 15, 2019 Friday, December 20, 2019 Friday, January 10, 2020 Friday, February 7, 2020
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term uted of 1 st term uted	Friday, October 11, 2019 Friday, October 18, 2019 Friday, November 15, 2019 Friday, December 20, 2019 Friday, January 10, 2020 Friday, February 7, 2020
of 1 st term uted	Friday, December 20, 2019 Friday, January 10, 2020 Friday, February 7, 2020
	Friday, March 20, 2020
of 2 nd term	Friday, April 17, 2020 Friday, May 29, 2020 of report cards at the end of the year.
	March 16, 2020
ualy 0, 2020	March 10, 2020
PD) DAYS (7.25 D	AYS - EXCEPT **COUNTY PD DAY
bruary 14, 2020	April 27, 2020
ecember 23-31, 201	
	April 20-22, 2020 May 25, 2020
	May 20, 2020
ovember 25-29, 201	9 March 23, 2020
ecember 23-31, 201	9 April 10, 2020
	April 20-27, 2020
	May 25, 2020
Christmas	s Day
Martin Lu	ther King Jr. Day
	Puary 6, 2020 (PD) DAYS (7.25 D) huary 17, 2020 bruary 14, 2020 arch 23, 2020** ecember 23-31, 201 nuary 1, 2020 bruary 20, 2020 ebruary 17, 2020 povember 25-29, 201 ecember 23-31, 201 nuary 1-6, 2020 povember 25-29, 201 ecember 23-31, 201 nuary 1-6, 2020 bruary 14-17, 2020 arch 16, 2020 Christma

- (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- Food Service and Bus Drivers work six(6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
 11 months personnel work 216 days.

SCSB Approved 12/18/2018 Revised XX/XX/XXX



SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL CALENDAR 2020-2021

MY CHOICE for High Quality Education!

July	202	0				Γ
July 1-31: Summer Work Schedule July 2: Holiday			1	2	S.	
July 2; Hokoay	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

Jar	uary 2	021			
Jan 1: Christmas Break					1
Jan 4: Teacher Work Day Jan 5: Students Return	\mathbf{X}	5	6	7	8
Jan 15: PD Day Jan 18: MLK Holiday	11	12	13	14	15
Jan to. MER Holiday	18	19	20	21	22
	25	26	27	28	29

Augi	ust 20	20	100 C 100	and the second	
Aug 3-7: Pre-Planning Days Aug 10: First Day for Students	3	4	5	6	7
Aug 31: PD Day	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

February 2021										
Feb 12: PD Day Feb 15: Presidents Day	1	2	3	4	5					
red to. Fresidents Day	8	9	10	11	12					
	15	16	17	18	19					
	22	23	24	25	26					

September 2020								
Sept 7: Labor Day Holiday		1	2	3	4			
Sept 21: PD Day	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30					

October 2020							
Oct 9: End of Quarter 1 (42 days)				1	2		
Oct 12: Teacher Work Day Oct 26: PD Day	5	6	7	8	9		
	X	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		

March 2021								
Mar 12: End of Quarter 3 (45 days)	1	2	3	4	5			
Mar 19: Teacher Work Day	8	9	10	11	12			
Mar 26: County PD Day	15	16	17	18	X			
	22	23	24	25	26			
	29	30	31					

Ар	ril 202	21			
April 2: Good Friday Holiday April 19-23: Spring Break				1	- 2
April 26: PD Day	5	6	7	8	9
	12	13	14	15	16
	19	20	21	X	25
	26	27	28	29	30

Nover	nber 2	020			
Nov 11: Veterans Day Holiday Nov 23-27: Thanksgiving Break	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

May 2021								
May 26-27: Early Release May 27: End of Quarter 4 (45 days)	3	4	5	6	7			
	10	11	12	13	14			
May 27: Last Day for Students May 28: Post-Planning Day	17	18	19	20	21			
May 31: Memorial Day Holiday	24	25	26	27	28			
	31							

Decem	ber 2	2020			
Dec 18: Early Release Dec 18: End of Quarter 2 (42 days) Dec 21-31: Christmas Break		1	2	3	4
Dec 21-31: Christmas Break	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	20	30	31	

June 2021								
June 1-30: Summer Work		1	2	3	4			
Schedule	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30					

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PD Day - Holiday for students.

drivers, food service workers, and paraprofessionals (as assigned).

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Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

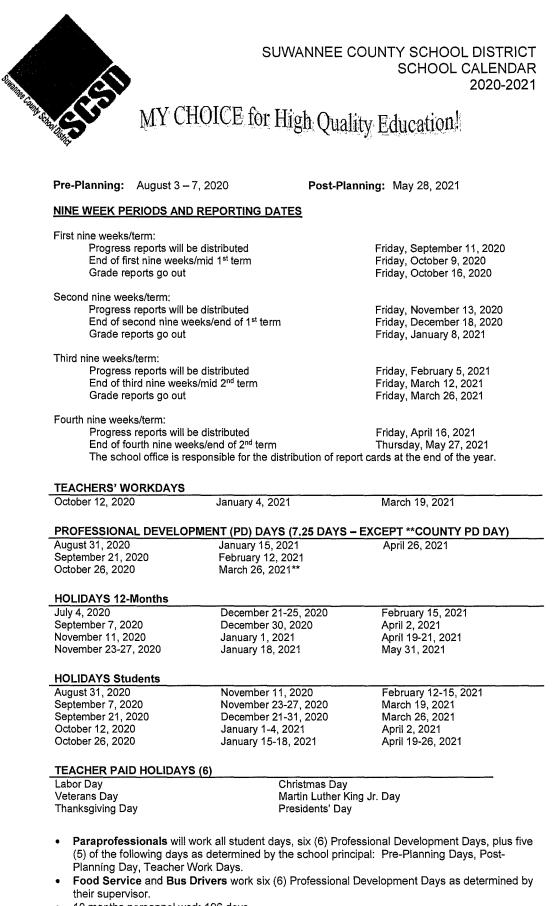


Holidays for ALL employees and students.

Early Release days may be subject to change with prior notice.
 PD Days may be converted to student days if needed for storm make-up days.

Teacher Work Day - Holiday for students, bus

SCSB Approved 12/18/2018 Revised XX/XX/XXX



- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB approved 12/18/2018 Revised XX/XX/XXX A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.) HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, TO PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM. HEREIN REFERRED TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:

This contract period shall be from the date of execution to June 30, 2019, unless otherwise amended/extended by mutual agreement,

I. **OBLIGATIONS OF THE CONTRACTOR:**

The Florida Learning Alliance, Inc. (FLA. Inc.) agrees to provide the Track Application and selected services associated with this web-based staff professional learning management system as follows:

- A. To provide instruction on access to the Track Application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track Application website.
- C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish Track Application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

11. **OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- Mary Ann Chaney as district administrator and first line of A. To designate ____
- contact for users, Mary Ann Chaney B. To designate as the district representative to serve on the Track Application Steering Committee to evaluate the product and make recommendations for future enhancements.
- C. To designate Mary Ann Chaney as the district representative to serve as a member of Track Application Technical User Group to provide feedback on technical aspects of the Track application and assist in Quality Assurance for future enhancements.
- D. To designate Mary Ann Chaney as the district representative to serve on the Track Application Instructional User Group to evaluate the product, provide feedback on its use, and make recommendations for future enhancements.
- E. To pay the district assessment of \$10,391.50 (based on 2017-2018 FEFP Third Calculation figures at \$1.75 per FTE), All invoices are due in thirty (30) days from the date of the invoice.
- F. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

-6-

III. MODIFICATION OF CONTRACT

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IV. 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 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.

V. INDEMNIFICATION

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

VI. SOVEREIGN IMMUNITY

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

VII. PUBLIC RECORDS

For all contractors us set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (lederal, state, or local) transaction or Contract under a public transaction: violation of federal or state anti-trust statutes or commission of emhezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b, above, of this certification; and
- d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Thin 1. School & President Name & Tithof Authorized Representative Signature

IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer ouths.)

STATE OF Flosida

COUNTY OF LightingTor

Before me, the undersigned authority, personally appeared_____, who, being by be first duly sworn, made the following statement:

- 1. The business address of ______(Contractor)
- 2. My relationship to ______(Contractor) is ______(relationship such as sole proprietor, partner, president, vice president).
- 3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- 4. I understand "convicted" or "conviction" is defined by the statute to mean 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) 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. or (3) those officers directors, executives, partners, shurcholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employce, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor, A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is

copy of the order of the Division of Administrative I learings is attached to this statement,

(Draw a line through baragraph 7 if paragraph 6 above applies.)

6/19/2018 Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the 19 day of 3011, 2011,

Notary Public (allix seal)

CHARLES EARL WALKER III Siste of Florido-Notary Public Commission # GG 86987 Commission Expires March 27, 2021

March 27, 2011

CONFLICT OF INTEREST STATEMENT/CERTIFICATION Χ.

The Contractor must execute either Section 1 or Section II hereunder relative to Florida Statute 112.313(12), Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the gueds or services described in these specifications has a material financial interest in the company.

Signature

Name of Official (Type or Print)

6192418 Date

Par Mandle Area & Muchtimel Consortium Company Name

753 WEST Alvil. Business Address

Churthey (4 3247.8 City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing
angenetic and a state state of a state of a state state of a state state of a state state of a state state of a		
Signature	Company Name	
Name of Centifying Official	Business Address	
Date	City, State, Zip Code	

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties. set their hands and seal on this the______day of_____, 2019.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

District School Board of Suwannee County

by Dr. Patrick Wnek, Treasurer

Dated:

by Ted L. Roush, Superintendent

Dated._____

by Ed daSilva, Chairperson

Dated:

"Approved as to Form and Sufficiency

BY_

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

EXHIBIT A

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Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)

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

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).