

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
October 10, 2017

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

1. The Superintendent recommends approval of the following curriculum item for the 2017-2018 school year:
  - a. Suwannee County School District 2017-2018 Uniform Statewide Assessment Calendar **(pgs. 3-13)**
2. The Superintendent recommends approval of the following contract/agreement for the 2017-2018 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-86      Contract for Evaluation Services Agreement between the Suwannee County School District and the Center for Assessment, Strategic Planning, Evaluation and Research, LLC d/b/a CASPER (*Renewal*) **(pgs. 14-24)**

**Director of Facilities – Mark Carver:**

3. The Superintendent recommends approval to award the following Request for Qualifications (RFQ):

#18-202      New Construction of Administration Building and Other Minor Projects to Architects RZK, Inc. (*New*)

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

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

#2018-84      Interagency Agreement between Suwannee County School District and Suwannee County Clerk of the Circuit Court to establish complementary use of data center resources (*New*) (pgs. 25-28)

**Director of Human Resources – Walter Boatright:**

5. Personnel Changes List (pgs. 29-30)

Adjourn

## 2017–2018 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(d), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

### 1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments. Do not modify any other information in this section.

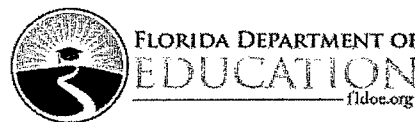
Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective July 2016

Updated July 31, 2017



## 2017–2018 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by <u>s. 1008.22</u> , Florida Statutes (F.S.)
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test

### 2. Test, Type, and Purpose/Use

Add rows as needed to define district-required tests, test type, and their purpose/use in your district. If additional types are added, define applicable types in the glossary. Do not modify any other information in this section.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2.0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.0903, F.A.C. Rule 6A-6.09021, F.A.C.
FAIR	Diagnostic/Progress Monitoring	Provides general estimate of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.

## 2017–2018 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FSA	Summative	Purpose: Measure student achievement of Florida’s academic standards (Florida Standards, Next Generation Sunshine State Standards)  Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; scholar designation; federal reporting; Credit Acceleration Program (CAP); school improvement plans; school, district, state, and federal reporting  Optional uses: progress monitoring in accordance with student progress plan	s. 1008.22, F.S.
FSAA	Summative		Rule 6A-1.09422, F.A.C.
NGSSS EOC Assessments	Summative		Rule 6A-1.0943, F.A.C.
Statewide Science Assessment	Summative		Rule 6A-1.09432, F.A.C. Rule 6A-1.094223, F.A.C. s. 1008.25, F.S. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C. s. 1008.341, F.S. Rule 6A-1.099822, F.A.C. s. 1008.33, F.S. Rule 6A-1.099811, F.A.C. s. 1012.34, F.S. s. 1002.38, F.S.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

### 3. Required Statewide Assessments

The following assessments are required for students as indicated in the Students to Be Tested column.

Populate the **District Window** column for each assessment in the table below. Do not modify any other information in this section. When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 10–October 20, 2017	August 10–September 20, 2017	CBT <sup>1</sup>	15–20 minutes	Immediately following test completion
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 1: September–October 2017	September–October 2017	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 11–22, 2017	September 11–22, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	October 2017
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 18–29, 2017	September 18–29, 2017	CBT <sup>1</sup>	160 minutes <sup>3</sup>	October 2017
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 2: November–December 2017	November–December 2017	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	January 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT <sup>1</sup>	160 minutes <sup>3</sup>	January 2018



## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 3: February–March 2018	February–March 2018	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA ELA – Writing	Grades 8–10	March 1–9, 2018	March 1–9, 2018	CBT <sup>1</sup>	120 minutes	June 2018
FSA ELA – Writing	Grades 4–7	March 5–9, 2018	March 5–9, 2018	PBT	120 minutes	June 2018
FSA—Performance Task	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	February 26–April 27, 2018	February 26–April 27, 2018	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA ELA – Reading	Grade 3	April 9–13, 2018	April 9–13, 2018	PBT	160 minutes	May 2018
FSA ELA – Reading	Grades 4–10	April 16–May 11, 2018	April 16–May 11, 2018	CBT <sup>1</sup>	Grades 4–5 Reading: 160 minutes Grades 6–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2018
FSA Mathematics	Grades 3–8	April 16–May 11, 2018	April 16–May 11, 2018	CBT <sup>1</sup>	Grades 3–5 Mathematics: 160 minutes Grades 6–8 Mathematics: 180 minutes	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	April 16–May 11, 2018	April 16–May 11, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	June 2018

Updated July 31, 2017



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## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	April 16–May 11, 2018	April 16–May 11, 2018	CBT <sup>1</sup>	160 minutes <sup>3</sup>	June 2018
NGSSS Statewide Science Assessment	Grades 5 and 8	April 30–May 4, 2018	April 30–May 4, 2018	PBT	160 minutes	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	August 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT <sup>1</sup>	160 minutes <sup>3</sup>	August 2018

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

### 4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Populate the **District Window** column for the assessments in the table below. If an assessment is not being administered in your district, indicate “N/A” in the District Window column. Do not modify any other information in this section.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: First day of school– November 3, 2017	N/A	CBT <sup>1</sup>	45 minutes	1 week after
PreACT	Grade 10	September–December 2017	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 11–22, 2017	September 11–22, 2017	CBT <sup>1</sup>	120 minutes <sup>2</sup>	December 2017
ELA Grade 10 Retake – Reading		September 11–29, 2017	September 11–29, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	December 2017



## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FCAT 2.0 Reading Retake		September 18–29, 2017	September 18–29, 2017	CBT <sup>1</sup>	Up to a typical school day	November 2017
PSAT/NMSQT	Grade 10	October 11, 2017	October 11, 2017	PBT	165 minutes	January 2018
FAIR	Grades 3–12	AP 2: November 6–February 9, 2018	N/A	CBT <sup>1</sup>	45 minutes	1 week after
ACCESS for ELLs 2.0	Grades K–12 currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2018
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	80 minutes	June 2018
NAEP – Civics, Geography, U.S. History, and Technology & Engineering Literacy	Grade 8	January 29–March 9, 2018	N/A	PBT and CBT	90–120 minutes	Spring 2019 (National results)
NAEP – Mathematics, Reading, and Science Pilots; Reading Special Studies	Grades 4, 8, and 12	January 29–March 9, 2018	N/A	CBT	90–120 minutes	N/A
FAIR	Grades 3–12	AP 3: February 12–June 8, 2018	N/A	CBT <sup>1</sup>	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 26–March 2, 2018	February 26–March 2, 2018	CBT <sup>1</sup>	120 minutes <sup>2</sup>	May 2018
ELA Grade 10 Retake – Reading		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2018
FSA Algebra 1 Retake EOC <sup>5</sup>		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2018
FCAT 2.0 Reading Retake		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	Up to a typical school day	May 2018

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

## 2017–2018 Uniform Statewide Assessment Calendar

<sup>2</sup> Any student taking an FSA ELA Retake or EOC assessment who has not completed the session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed a session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment.

Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

<sup>5</sup> The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

### 5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in your district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten	September 13-October 12, January 8-February 7, April 30-May 29	CTB	120 each; total 360 minutes	Immediate Results
I-Ready Growth, ELA and Math	Kindergarten	November 13, March 19	CBT	60 each; total 120 minutes	Immediate Results
I-Ready ELA and Math Diagnostic	Grade 1	August 11-September 13, January 8-February 7, April 30-May 29	CBT	120 each; total 360 minutes	Immediate Results
I-Ready Growth, ELA and Math	Grade 1	October 23, December 4, March 19	CBT	60 each; total 180 minutes	Immediate Results
I-Ready ELA and Math Diagnostic	Grade 2	August 11-September 13, January 8-February 7, April 30-May 29	CBT	120 each; total 360 minutes	Immediate Results
I-Ready Growth, ELA and Math	Grade 2	November 13, March 19	CBT	60 each; total 120 minutes	Immediate Results

## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Grades 3-5	August 11-September 13, January 8-February 7, April 30-May 29	CBT	120 each; total 360 minutes	Immediate Results
I-Ready Growth, ELA and Math	Grade 3-5	November 14	CBT	60 minutes	Immediate Results
I-Ready ELA and Math; excluding Algebra One students for math	Grades 6-8	August 11-September 13, January 8-February 7, April 30-May 29	CBT	120 each; total 360 minutes	Immediate Results
PSAT, ELA and Math	Grade 9	October 11	Paper	160 minutes	4-6 weeks
Write Score	Grade 3	November 14, February 26	Paper	120 each; total 240 minutes	2-4 weeks
Write Score	Grades 4-7	September 12, November 14, January 30	Paper	120 each; total 360 minutes	2-4 weeks
Write Score	Grades 8-10	September 12, November 14, January 30	CBT	120 each; total 360 minutes	2-4 weeks
Science Diagnostic	Grades 4,5	September 5-8, March 5-8	CBT	50 each; total 100 minutes	Immediate Results
Science Diagnostic	Grade 8	August 29-September 8, March 19-29	CBT	50 each; total 100 minutes	Immediate Results
Civics EOC Diagnostic	Grade 7	August 29-September 8, March 19-29	CBT	50 each; total 100 minutes	Immediate Results

## 2017–2018 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
Biology EOC Diagnostic	Grade 10	August 21-31, February 5-15	CBT	50 each; total 100 minutes	Immediate Results
USH EOC Diagnostic	Grade 11	August 21-31, February 5-15	CBT	50 each; total 100 minutes	Immediate Results
Algebra One EOC Diagnostic	Grade 8 and others as needed	August 21-31, February 5-15	CBT	50 each; total 100 minutes	Immediate Results
Geometry EOC Diagnostic	Grade 9 and others as needed	August 21-31, February 5-15	CBT	50 each; total 100 minutes	Immediate Results

### 6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	480	500
1	0	540	540
2	0	480	480
3	320	660	980
4	440	880	1320
5	600	880	1480

## 2017–2018 Uniform Statewide Assessment Calendar

6	470	720	1190
7	630	820	1450
8	630	740	1370
9	640	620	1260
10	480	460	940
11	160	100	260
12	0	0	0



## CONTRACT FOR EVALUATION SERVICES

### AGREEMENT between:

**Suwannee County School District** (hereinafter referred to as "**Client**") having its principal place of business at: 1729 Walker Avenue, SW, Ste. 200, Live Oak, Florida 32064, with the principal contacts being Superintendent Ted Roush (Superintendent of Schools; [ted.roush@suwannee.k12.fl.us](mailto:ted.roush@suwannee.k12.fl.us)) and Janene Fitzpatrick (Assistant Superintendent of Instruction, [janene.fitzpatrick@suwannee.k12.fl.us](mailto:janene.fitzpatrick@suwannee.k12.fl.us)).

**And**

**Center for Assessment, Strategic Planning, Evaluation and Research, LLC (d.b.a. CASPER)** having its principal place of business at 4110 NW 64<sup>th</sup> Street, Gainesville, Florida 32606 (phone: 352-262-3357; Email: [contact@casperfl.com](mailto:contact@casperfl.com)).

WHEREAS **CASPER** has agreed to provide services to **Client** set out in clause (2) hereof AND the parties have agreed and do hereby agree that the terms of such agreement be put into writing, NOW THEREFORE the parties agree to be bound by the following terms and conditions:

### 1. The Term

This agreement will commence on the date of execution by all parties and terminate no later than July 31, 2018. This contract is available for renewal based on successful completion of contract services and continued funding under the 21<sup>st</sup> Century Community Learning Centers initiative until July 31, 2018.

### 2. Scope of Services

**CASPER** will perform the services as described within the Scope of Services ("the Service"). Nothing contained in this contract will be construed as or have the effect of constituting a relationship of employer and employee between the parties to this agreement. The **Client** agrees to provide any necessary data to aid in the evaluation process, including quantitative and quantitative data and general descriptive information necessary to complete the evaluation reports (e.g., prior agency success, student data, etc.). In addition, the **Client** agrees to furnish all necessary descriptions of activities and services at each of the identified site locations. The 21<sup>st</sup> CCLC proposal is firmly rooted in a commitment to continuous improvement, with the cornerstone being a logical process of planning, data collection, analysis, reporting, and refining.



1. ***Evaluation Support:*** Provide ongoing evaluation training and assistance regarding baseline and follow-up data collection, selection of data elements, data storage, evaluation planning, development of recommendations under CIM, and use of evaluation findings for planning and revising program activities.
2. ***Data Collection and Survey Support:*** CASPER will provide technical assistance to the Program Director, Site Coordinators, and other requested 21<sup>st</sup> CCLC staff in data collection, data entry, and survey development for proposed performance indicators (if necessary). CASPER agrees to provide additional assistance with survey development for performance indicators not originally proposed, but for the use of 21<sup>st</sup> CCLC, so long as the commitment does not exceed 20 hours per annum.
3. ***On-Site Evaluation Visits:*** Provide at least two site-visits per year, wherein all program sites will be visited at least once per year. CASPER will cover all travel expenses for the two planned visits. Additional visits initiated by CASPER will be provided at no additional cost to Client. Additional evaluation visits requested by Client may be provided at the discretion of CASPER, with travel costs covered by Client in accordance with local and/or state travel regulations.
4. ***Formative Evaluation:*** A formative evaluation report will be completed once per year (Due March 15, 2018), based on data collected during the Fall enrollment period. The summative evaluation will contain necessary elements to act as a second formative evaluation. Each report will include a review of operational accomplishments and challenges (e.g., hiring staff, student recruitment/retention, partner board, etc.), actual versus proposed operation (e.g., days of operation, attendance), review of objectives, and recommendations for addressing challenges.
5. ***Summative Evaluation:*** The summative evaluation (Due August 15, 2018) will have additional information on overall program outcomes and more detailed information about those activities and operations with the greatest impact and success. The summative evaluation will encompass the prior academic year and the immediately preceding summer programming, if in operation. The purpose of the summative evaluation is aimed at recording and developing a model that can be applied in other settings. Summative evaluations will include all elements of program operation (e.g., hours, days); activities; enrollment and attendance; measures of academic performance; federal teacher impact surveys; feeder schools; staff information; and partnerships.
6. ***Feedback and Debriefings:*** The process for sharing and distributing information will occur at three levels: (1) administrators, (2) staff members, and (3) stakeholders. Feedback will include written evaluation reports (as above), as well as: (a) Monthly teleconferences, when requested, with the evaluator, program director, principals, and any staff wishing to participate. During these meetings, current data trends and operations will be reviewed with a focus on program improvement and immediate refinement; and (b) support for weekly meetings, when necessary, between the program



director and teachers to explore data to help tailor program offerings to the needs and progress of individual students.

7. **Refinement:** CASPER will assist **Client** with refining and addressing any identified concerns. CASPER will also assist, if requested, with revisions of objectives based on future needs assessments and proposed activities aligned to objectives and needs.
8. **Data Submission:** CASPER will provide assistance with the federal online submission of 21<sup>st</sup> CCLC data through whatever system is released by the US Department of Education (currently termed the 21APR). CASPER will provide assistance to the **Client** in ensuring appropriate data is collected throughout the year for final submission next year. CASPER will also provide assistance in submitting any necessary data to the Florida Department of Education, if required.
9. CASPER will be available by telephone and email to ensure timely communication necessary to accomplish the required work.

### 3. Compensation (Evaluation)

The **Client** agrees to compensate CASPER at a fixed rate of \$25,000 for the *Suwannee County School District 21<sup>st</sup> CCLC Program*. The fixed price contract represents a savings to the **Client**, as standard fees for evaluation services on federal grants are 10% of the total grant. Costs include all stationary, telephone, utilities, and travel expenses for evaluation training and visits as described above. Costs do not include printing, postage, online services, and/or travel in excess of that described above. As per the 21<sup>st</sup> CCLC application, payment will be provided with the following deliverables:

“The evaluator will provide a Fall program-level visit where at least three sites will be visited, including a debriefing held with Suwannee County SD Administrators and interested stakeholders (via conference call or in-person) and an interim continuous improvement summary report provided within 30 days of the interim visit focused on findings from the visit, operations of the program, and data analysis of any available baseline and progress data collected to date (\$7,500 – payment will be made after submission of the interim report). The evaluator will provide a Spring program-level visit where at least three sites will be visited, including a debriefing held with Suwannee County Administrators and interested stakeholders (via conference call or in-person) and an interim continuous improvement summary report provided within 30 days of the interim visit focused on findings from the visit (\$7,500 – payment will be made after submission of the interim report). The evaluator will provide a summary formative progress report focused on program outcomes at mid-year to assist with the continuous improvement process and help the program understand current progress towards the established objectives (using the required FLDOE tool) (\$5,000 – payment provided upon receipt of the formative evaluation). The evaluator will provide a summative evaluation report focused on program operations and program outcomes at the end of the operational year based on the current US Department of Education and FLDOE operational year (prior summer and current academic year) (\$5,000 – payment provided upon receipt of the summative evaluation). The evaluator





will provide data analysis, interim reports, professional services, and assistance in on-site or off-site training staff on using the continuous improvement model. The evaluator will develop and oversee the collection of both quantitative and qualitative data such as questionnaires, surveys, and observations. Costs include compiling data, completing mid-year and end-of-year reports for FLDOE, compiling and cleaning data for formal reports, analyzing and aggregating site data for submission to FLDOE and USDOE, serving as point of contact for data issues for site coordinator, and providing monthly analysis of any data (upon request of the program director). Evaluator will also submit and/or ensure submission of all required data to FDOE and USDOE through any system developed by the state or federal governments.”

Fall: 1 Program Visits (3 Sites) and 1 Interim Reports = \$7,500

Spring: 1 Program Visits (3 Sites) and 1 Interim Reports = \$7,500

1 Formative Objective Reporting Tool and Mid-Year Data Reporting: \$5,000

1 Summative Evaluation Report and End-of-Year Data Reporting: \$5,000

#### 4. Compensation (Professional Development)

The Client may request **CASPER** to provide professional development to active 21<sup>st</sup> CCLC staff under this contract. Whereas **CASPER** is a known resource for professional development trainings about 21<sup>st</sup> CCLC and the afterschool movement, the **Client** agrees to compensate **CASPER** at a fixed rate of \$2,000 for each day of professional development to staff of this grant, if requested. Professional development trainings may include general 21<sup>st</sup> CCLC trainings and development of high-quality afterschool programs. The **Client** agrees to compensate **CASPER** a fixed rate, as above, to include preparation, travel, and provision of the professional development workshops for 21<sup>st</sup> CCLC staff. Although fixed price, costs are estimated at 25 hours (15 hours preparation, 10 hours training) at \$150 per hour and \$1,250 for all travel costs. Costs do not include printing. **CASPER** may agree to provide training at a lower negotiated rate under this contract.

The entire cost for professional development sessions must be paid in full prior to provision of services. A separate invoice will be provided to **Client** for each professional development training. The **Client** is responsible for ensuring participation and tracking attendance for reporting to the Florida Department of Education.

#### 5. Meetings

**CASPER** and the **Client** will attend meetings via telephone, as required or requested, in order to discuss aspects of this agreement and the Services.

#### 6. Expenses

Reasonable expenses (1) when properly and necessarily incurred beyond the scope of this contract and (2) with prior written approval from **Client** will be paid by **Client**. **CASPER** will ensure that expense forms, where appropriate and where provided by **Client** to **CASPER**, are completed and delivered to **Client** as soon as practicably possible following the expense actually occurring.



## 7. Overtime

No minimum hours are promised and no overtime will be paid by **Client** to **CASPER**. **CASPER** agrees to work within the agreed budget specified. At the sole discretion of **CASPER**, additional days or hours may be worked as required to ensure the timely and complete delivery of the project, and, at its own cost, **CASPER** will carry out any steps necessary to make good the quality and suitability of the project deliverables. By exception, and at the request of **Client**, **CASPER** may be requested to work additional hours to meet unforeseen requirements. In this circumstance, additional work will be paid at the rate of \$150.00 per hour, or on a pro rata basis.

## 8. Warranties / Guarantee

**CASPER** warrants that it has the necessary expertise, skill and experience to provide the Service and will provide unbiased and independent advice in respect of the Service. **CASPER** warrants that it will comply with representations and descriptions in respect of the Service including, but not limited to, capabilities, performance, completeness, accuracy, characteristics and specification.

**CASPER** warrants that the Service and any material or materials supplied or obtained by **CASPER** in connection with this agreement will not in any manner or way infringe or violate any third party proprietary rights including but not limited to any copyright, patent, trademark, trade name, registered design, trade secret, proprietary information, contractual, property, employment or non-disclosure rights.

**CASPER** shall use all resources at **CASPER's** disposal to perform duties as assigned and agreed to by both parties, and shall submit same in good faith. However, no guarantee of continued funding for the **Client** is implied or promised by **CASPER**. In addition, **CASPER** and **Client** recognize that performance of tasks in Section 2 necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. **Client** also recognizes that **Client** is responsible for any acknowledgments and reports to funders, unless otherwise determined by Agreement.

## 9. Indemnity and Insurance

**CASPER** will indemnify **Client** against professional loss, damage, costs and expenses which **Client** may incur as a consequence of any act, omission, negligence or default of **CASPER**, its employees, subcontractors, assignees or agents in connection with or in performance of the Services.



## 10. Ownership

All Intellectual Property Rights, including copyrights, in and to any software, documentation, drawings, data, information, database, writings, or other product created or produced by **CASPER** in performing the Services under this Agreement will be the property **CASPER**. Contingent upon payment for services, **CASPER** hereby authorizes unlimited use, present and future, of any software, documentation, drawings, data, information, database, writings, or other product created or produced exclusively through this Agreement. The **Client** hereby agrees to reference **CASPER** by full name (i.e., **Center for Assessment, Strategic Planning, Evaluation and Research**) when using any said product, either in whole or in part.

This clause in no way limits or transfers the Intellectual Property Rights of the **Client** in and to any software, documentation, drawings, data, information, database, writings, or other product originally owned, purchased, or developed by **Client** and used during the execution of this contract. **CASPER** will not obtain rights in any data, materials, or systems otherwise utilized or provided by **Client** in connection with this agreement. At the request and expense of **Client**, **CASPER** will do all things and sign all documents or instruments reasonably necessary in the opinion of **Client** to enable **Client** to obtain, defend and enforce its rights in any such data, materials or systems. Upon request by **Client**, **CASPER** will promptly deliver to **Client** copies of such data, materials or systems that may be in the possession, custody or control of **CASPER**.

The provisions and requirements of this clause will survive the expiration or termination of this Agreement.

## 11. Confidentiality

**CASPER** will maintain as confidential all information obtained under or in connection with this Agreement and will not divulge such information to any person (except to their own employees or subcontractors and then only to those employees or subcontractors who need to know same) without the **Client's** prior written consent.

The **Client** will maintain as confidential all information obtained under or in connection with this Agreement and will not divulge such information to any person (except to their own employees who need to know same) without **CASPER's** prior written consent.

This clause will not extend to information which was rightfully in the possession of **CASPER** or the **Client** prior to the commencement of the negotiations that led to this Agreement, which was already in the public domain or becomes so at a future date (other than as a result of a breach of this clause), or is discoverable under the public record laws of Florida (if applicable).

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



These obligations of confidentiality will survive the expiry or any termination of this agreement.

## 12. Certification Regarding Debarment and Suspension

As required by Executive Order 12549, the undersigned representative of **CASPER** certifies, to the best of his or her knowledge and belief, that **CASPER** and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

## 13. Offers of Employment

**CASPER** will not make any approach to any member of staff of **Client**, nor will **CASPER** offer employment to any of **Client** employees or contractors either during this Agreement or for a period of six months from the termination or expiry of the Agreement.

**Client** will make no approach or offer relating to employment to any employees or subcontractors of **CASPER** during this agreement.

## 14. Independence

**CASPER** and its employees and subcontractors are independent contractors and nothing in this Agreement will render them an agent or partner of **Client**, and **CASPER** will not hold themselves out as such. **CASPER** and its employees and subcontractors will not have any right or power to bind **Client** to any obligation.

**CASPER** is retained or engaged by **Client** only for the purposes and to the extent set forth in this Agreement. **CASPER's** relation to **Client** will, during the period or periods of this Agreement, be that of an independent contractor and, as such, **CASPER** will be free to dispose of such portion of its time, energy and skill, when **CASPER** is not obligated under this Agreement, in such a manner as **CASPER** sees fit.



This Agreement will not establish a joint venture, agency or partnership between **Client** and **CASPER** beyond that explicitly detailed in the finalized grant applications funding the services of this Agreement (i.e., external evaluation and staff trainings).

**CASPER** will not be considered under this Agreement, or otherwise, or in any way, as having the status of employee or being entitled to participate in any plans, schemes, arrangements or distributions by **Client** pertaining to, or in connection with, any person, stock, bonus, profit sharing or other benefits provided ordinarily by **Client** to its employees.

## 15. Termination

(a) This agreement may be terminated by mutual agreement of **CASPER** and **Client**. With mutual agreement, **Client** will have no liability in respect of costs incurred following the expiration of such notice.

(b) This agreement may be terminated immediately by either party on giving notice in writing to the other, if the other party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order or enters into a voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.

(c) Should **CASPER** or any of its employees or subcontractors or agents commit, in the sole opinion of **Client**, a gross breach of contract or be guilty of gross misconduct, **Client** will be entitled to terminate this agreement immediately.

(d) In the event that **CASPER** or its employees or subcontractors are absent during the Service and, in the sole opinion of **Client**, that **CASPER** has been or will be absent for a period of time unacceptable to **Client**, but not less than 45 calendar days, **Client** will be entitled to terminate this agreement immediately.

(e) Any termination of this agreement, however occasioned will not affect any accrued rights or liabilities of the other party, nor will it affect the coming into force, or the continuance in force, of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 16. Force Majeure

Notwithstanding anything else contained in this Agreement, neither party will be liable for any delay in performing its obligations herein, if such delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of the other party).

Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of such party's obligations will be suspended during the period that the said circumstances persist, and



such party will be granted an extension of a time period for performance of duties and obligations under this agreement equal to the period of the delay.

This to be the case except where said delay is caused by the act or omission of the other party, in which event the rights, remedies and liabilities of the parties will be as conferred by the other clauses and terms of this Agreement and by law:

(a) Any costs arising from such delay will be borne by the party incurring the same, and

(b) either party may, if such delay continues for more than eight weeks, terminate this Agreement on giving notice in writing to the other in which event neither party will be liable to the other by reason of such termination.

## **17. Waiver of Remedies**

No forbearance, indulgence or delay by either party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive of all other rights, powers or remedies available to that party and each such right, power or remedy will be cumulative.

## **18. Entire Agreement**

This Agreement supersedes all prior arrangements, agreements and understandings between the parties. No addition to or modification of any provision of this Agreement will be binding upon the parties unless made by written instrument and signed by an authorized representative of each of the parties.

## **19. Assignment**

Neither party will assign or transfer this Agreement or any of its rights or obligations herein, whether in whole or in part without the prior written consent of the other.

## **20. Notices**

All notices that are required to be given under this agreement will be in writing and will be sent to the address of the appropriate party as set out in this Agreement or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, by first class pre paid letter or facsimile transmission and will be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

## **21. Headings**

The headings to and numbering of the clauses of this Agreement are for ease of reference only and will not affect the interpretation, application or construction of this Agreement.

**22. Law**

This Agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation 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.

This agreement shall constitute the entire agreement between the parties. This agreement may be terminated or renegotiated by either party in accordance with Section 15 of this contract.

**CASPER, LLC****Suwannee County School District**


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Name: Charles E. Byrd, Ph.D.

Title: CEO

Date:

EIN: 27- 4660705

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Name: Ted L. Roush

Title: Superintendent of Schools

Date:

---

Name: Jerry Taylor

Title: Board Chairperson

Date:

/\*\*/\*\*/

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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



## **EXHIBIT A**

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

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

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2017), for additional record keeping requirements.

### **REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2017).



Interagency Agreement between Suwannee County School District and  
Suwannee County Clerk of the Circuit Court

The purpose of this interagency agreement is to establish complementary use of data center resources so as to establish information services resiliency, a data safe harbor and joint protection of critical information services. Use of information services, infrastructure, and related resources will comply with state and federal laws in all cooperative activities between Agencies and promote a safe computing environment.

DATA CENTER SPACE AND RESOURCE AVAILABILITY

- (1) Each party to this Interagency Agreement will provide dedicated resources for the purpose expressed within the preamble above. Physical space shall be sized, segregated, appointed and provided with power as well as network connectivity in order to facilitate the mutual objectives of the respective agencies.
  - i. A minimum of eight units of space, not including network and power appliances, shall be provided the tenant party.
  - ii. Environmentally controlled space compatible with the operating characteristics of computing devices will be provided and maintained so as to avoid any potential of imperiling data center resources.
  - iii. Power protection will be provided so as to ensure, at least, 1-hour of continued operation in the event of data center power interruption.
  - iv. Each party will provide the other with notification of a power outage impacting the respective data center environments. Such notification may be either automated or manual in form.
  - v. Dedicated networks, providing for isolation of connectivity between the tenant party and the hosting party, shall be provided so as to ensure protection and isolation of respective computing and data storage environments. Such dedicated networks will be afforded Internet access for agreed upon business purposes.
- (2) Each hosting party to this Interagency Agreement will provide physical access to the data center in order for the tenant party to install, inspect, modify, maintain and otherwise perform services that require physical access to resources.
  - i. Tenant access to the hosting data center will require accompaniment and escort by representatives of the hosting party at all times. Such escorted access shall be logged so as to include the identity of the tenant representative(s), purpose of hosting data center access, physical configuration changes occurring with tenant resources and any change in demand upon network, power and environmental resources of the hosting data center.
  - ii. Any tenant access to the hosting data center which may involve third parties (e.g. communications service providers, OEM repair personnel, audit teams, etc.) will include at least 72-hours advance notice to the hosting party.
  - iii. Planned maintenance activity, by the tenant party, occurring during non-business hours will require at least 72-hours advance notice to the hosting party. To the maximum extent possible, physical access, by the tenant, to the hosting data center will be performed during routine business hours.
  - iv. Unplanned maintenance activity, by the tenant party, may be accommodated upon request by the tenant party. This provision establishes neither obligation nor assurance on the part of the hosting party.
- (3) Use of the hosting data center resources shall be limited to the objectives outlined within the preamble to this agreement.
  - i. Use shall be limited to the explicit business purposes for which each participant is chartered

- under applicable statute, regulation and governmental mandate.
- ii. Any public access to tenant resources, via Internet pathways, must be specifically approved by the hosting party and may require the tenant to submit projections of resource utilization prior to activating any such public access.
- (4) Protection of tenant resources within the hosting data center.
- i. The tenant shall employ, exert and otherwise leverage best business practices for protection of tenant resources from malware, unauthorized access and such other contrived means of imperiling tenant resources. At a minimum, jointly approved antimalware, firewall and malicious activity detection agents will be installed on each computing environment deployed within the hosting data center.
  - ii. Software patching and upgrades shall be performed, at least monthly, so as to ensure tenant resources are current with protections as well as software developer recommendations for safe operation of information systems. Antimalware agents will be deployed in a manner so as to receive software updates at least daily.

#### **EXTERNAL COMMUNICATIONS FACILITIES**

- (1) Network connectivity is intended to make use of existing facilities and wide-area network capabilities. To this end, the initial network structure between hosting data centers shall take the form of an IPSec VPN.
- (2) Each hosting party will provide unique IP address space for purposes of constructing the requisite IPSec VPN connectivity and ensure no overlap exists with IP address space utilized within the hosting party's production, testing or other network environment.
- (3) Should either tenant party desire OSI layer-2 connectivity between data centers, the burden of such costs will accrue to the tenant desiring such connectivity and all arrangements will be made, by the tenant desiring such connectivity, including installation and recurring unless otherwise negotiated under separate agreement.
- (4) Neither party to this agreement will endeavor to create a shared nor public communications network between hosting data centers without the documented approval of the alternate party. This provision is intended to convey an obligation to establish point-to-point secured wide-area network connectivity for the specific purpose(s) of achieving the objectives set forth in the preamble to this agreement.

#### **TERM**

- (1) The initial term of this shall be for a period of 3 (three) years. Beginning on the date this Agreement has been signed by both parties (the "*Commencement Date*"), and ending on the day prior to the 3 year anniversary of the Commencement Date.

#### **RESOURCE MONITORING**

- (1) No provision herein is intended to impose a tenant resource monitoring requirement upon either hosting data center operator. Monitoring responsibility for tenant resources resides solely with the tenant and will not encumber resources of the hosting entity.
- (2) Any monitoring services employed by a tenant will be of such form and function so as to impose minimal loading upon hosting data center network resources. SNMP monitoring of specific tenant resources is envisioned.

#### **LIMITATION OF RESOURCES PLACED IN HOSTED DATA CENTERS**

- (1) It is contemplated that the following types of resources will be placed, by a tenant, within a hosted

data center:

- a. Computing, to include hypervisor and virtual machines
  - b. Storage, to include network attached and similar such packetized storage systems
  - c. Network security, to include firewalls, intrusion protection systems, content inspection and similar network traffic control systems.
  - d. Code repositories, to include CVS, SCM and similar such offsite software code protection systems.
- (2) Nothing within this section is intended to constrain the scope of resources that may be placed within a hosted data center to the extent objectives stated within this document preamble are achieved.

#### **ATTESTATION OF USE**

- (1) Annually, or at such more frequent period as jointly agreed upon, each party to this Interagency Agreement will conduct an inspection of resources in an effort to determine continued need for hosting data center resources. The tenant party shall ensure the least reasonable resource footprint exists in order to ensure the objectives pursuant to the preamble above are achievable.
- (2) Annually, or at such more frequent period as jointly agreed upon, the tenant will permit and arrange vulnerability and/or best deployment practice scanning of hosted resources in order to permit the hosting party to comply with information security best practices as well as audit demands. Such scanning practices, preferably performed by an agreed upon third party, will include delivery of an unaltered statement of vulnerability scan findings to the hosting party.
- (3) Any governance model, employed by the hosting party, shall take precedence in the maintenance of compliance objectives.

#### **FINANCIAL BURDEN**

- (1) This Interagency Agreement is not intended to increase the cost burden of operating respective hosting data centers. Rather this agreement is intended to be cost neutral as both parties are intended to receive reciprocal benefit in off-site protection of resources as well as other such benefits outlined in the preamble hereto.
- (2) Any operating charges shall be apportioned only upon amendment to this agreement and at such financial rates as jointly agreed by the respective parties.

#### **FORCE MAJEURE**

- (1) Liability: No Party shall be liable for any default or delay in the performance of its obligations under this Agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other cause beyond the reasonable control of such Party, (ii) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.
- (2) Duration: In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

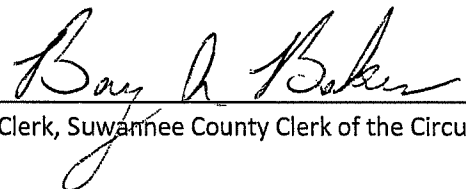
- (3) Effect: If any event as expressed within the "Liability" definition, above substantially prevents, hinders, or delays performance of the services or provision of any deliverable necessary for the performance of the respective parties to this agreement functions as reasonably identified by respective parties to this agreement as critical for more than thirty (30) consecutive days, then at the respective parties to this agreement option: (i) respective parties to this agreement may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) the aggrieved party to this agreement may terminate this Agreement without liability to either party for those unperformed services as of a date specified by the hosting data center party in a written notice of termination to tenant.

\_\_\_\_\_  
Superintendent, Suwannee County School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Suwannee County School Board

\_\_\_\_\_  
Date

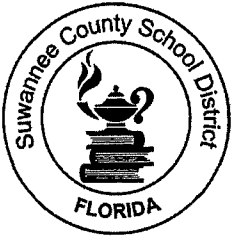
  
\_\_\_\_\_  
Clerk, Suwannee County Clerk of the Circuit Court

10-3-17  
\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

# SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635  
www.suwannee.k12.fl.us

**TED L. ROUSH**  
Superintendent of Schools

*"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."*

**JERRY TAYLOR**  
DISTRICT 1

**CATHERINE CASON**  
DISTRICT 2

**TIM ALCORN**  
DISTRICT 3

**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools  
**FROM:** Walter Boatright, Director of Human Resources *WB*  
**DATE:** October 10, 2017  
**RE:** Personnel Changes List for October 10, 2017, 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**

**October 10, 2017**

**Special Meeting**

**TO:** District School Board of Suwannee County

**FROM:**

  
Ted L. Roush, Superintendent of Schools

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

**RECOMMENDATIONS 2017-2018 SCHOOL YEAR:**

**RECOMMENDATIONS INSTRUCTIONAL:**

**OUT-OF-FIELD:**

Approval for the following to teach out-of-field for the first semester of the 2017-2018 school term:

<b><u>SCHOOL</u></b>	<b><u>NAME</u></b>	<b><u>OUT-OF-FIELD SUBJECT</u></b>
SIS	Summer Bell	ESOL
SHS	Michael Bresk	Bus Ed
SHS	Brian Bullock	Earth/Space, Chem or Bio
SIS	Chelsea Burgess	ESOL
BHS	Bethany Byrd	English 6-12
SMS	Jennifer Campbell	Bus Ed
BHS	Erin Cannon	M/G Math or Math 6-12 & ESOL
SHS	Deborah Cathey	ESOL
SHS	Keith Cherry	PE
BHS	Eleanor Coker	ESOL
SHS	Sherry Dean	ESOL
SMS	Lisa Gray	Soc Sci 5-9 or Soc Sci 6-12
SHS	Elisa Hall	ESOL
SES	Patricia Hines	Elem Ed or Pk/Prim Content
SIS	Mary Johnson	Music
SHS	Jay Jolicoeur	Physics
BHS	Carl Manna	Engineer & Tech Ed
SPS	Katie Melland	ESOL
SVS	Vanessa Menhennet	Rdg/E
SES	Mary Metz	ESOL
FSBR	Susan Moffat	M/G Math 5-9 or Math 6-12
SIS	Christina Newhart	ESOL
SIS	Maria Rodriguez	ESOL
SES	Brittney Shearer	ESOL
SIS	Phyllis Smith	ESOL
SIS	Amy Stratton	ESOL
SIS	Ruth Thomas	ESOL
SHS	Emma Tillman	Gifted
SIS	Violet Tipton	ESOL
SIS	Kim Warren	Gifted

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