Baker County Public Schools

AGENDA
SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC)
Tuesday, November 19, 2024 - 6:00 PM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #53 / Page # 10

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

2. ROLL CALL OF MEMBERS

3. RECOGNITIONS / PRESENTATIONS

3.1 Recognition of Resolution in Honor of Paula T. Barton.
Wyatt Milton - (259-0401)

4. APPROVAL TO CORRECT AND/OR ADD ITEMS TO THE FINAL AGENDA

5. APPROVAL OF ITEMS FOR ACTIONS

5.1 Approval of New Board Chairperson.
Wyatt Milton - (259-0401)

5.2 Approval of New Board Vice-Chairperson.
Wyatt Milton - (259-0401)

5.3 Approval of the 2025 Board Meeting Calendar Dates, Times, and Locations.
Wyatt Milton - (259-0401)

5.4 Approval of Board Member to Serve as the Florida School Boards Association's Legislative Liaison. (Note: Mandi Canaday Served as the FSBA Legislative Liaison)
Wyatt Milton - (259-0401)

5.5 Approval of Board Member to Serve as the Florida School Boards Association's Alternate Legislative Liaison. (Note: Amanda Hodges Served as FSBA Legislative Alternate Liaison)
Wyatt Milton - (259-0401)

5.6 Approval to Appoint School Board Member to Serve as the Representative on the Board of Directors for the Small School District Council Consortium (SSDCC). (Note: Jack Baker Jr. Served in this Capacity)
Wyatt Milton - (259-0401)

5.7 Approval of Agreement with Rumberger, Kirk & Caldwell, P.A. for School Board Attorney Services, Effective November 2024 - December 2025.
Wyatt Milton - (259-0401)

5.8 NOTE: Agreement with Akel, Logan, and Shafer for Architectural Services has Already Been Approved through October 31, 2026. (No Action Required)
Wyatt Milton - (259-0401)

6. ADJOURN

NOTICE: Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

AGENDA ITEM NO. 3.1

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 19, 2024
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Recognition / Presentation
AGENDA SECTION:	**RECOGNITIONS / PRESENTATIONS**
SUBJECT:	Recognition of Resolution in Honor of Paula T. Barton.

AGENDA ITEM NO. 5.1

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 19, 2024

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Board Organization

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTIONS**

SUBJECT: Approval of New Board Chairperson.

ATTACHMENTS:
11.19.2024 Approval of New Board Chairperson_W.Milton.pdf

5.1-R. Approval of New Board Chairperson.

AGENDA ITEM NO. 5.2

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 19, 2024

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Board Organization

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTIONS**

SUBJECT: Approval of New Board Vice-Chairperson.

ATTACHMENTS:
11.19.2024 Approval of New Board Vice-Chairperson_W.Milton.pdf

5.2-R. Approval of New Board Vice-Chairperson.

AGENDA ITEM NO. 5.3

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 19, 2024
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Board Organization
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTIONS**
SUBJECT:	Approval of the 2025 Board Meeting Calendar Dates, Times, and Locations.

ATTACHMENTS:
11.19.2024 Approval of School Board Calendar Dates, Times, and Locations_W.Milton.pdf

Agenda Items to Felicia Raulerson 3:00 P.M. DEADLINE	Agenda Published & Board Packets Distributed	(1st & 3rd Mondays Except *) *Monday, December 16, 2024-No Meeting *Monday, January 6, 2025 – No Meeting (Christmas Break) *Tuesday, January 21, 2025 (Martin Luther King Day) *Tuesday, February 18, 2025 (President's Day) *Monday, March 17, 2025-No Meeting (Spring Break) *Monday, July 7, 2025-No Meeting *Monday, July 21, 2025 (Budget Work Session Prior to Reg. Mtg.) *Monday, July 28, 2025 (Budget Meeting-Must be After 5:00 P.M.) *Monday, September 8, 2025 (Budget Meeting-Must be After 5:00 P.M.) **2025 BAKER CO. SCHOOL BOARD MEETINGS**
November 20, 2024	November 25, 2024	MONDAY, DECEMBER 2, 2024 - 5:00 P.M. .....District School Board Room
NO BOARD MEETING.....		*MONDAY, DECEMBER 16, 2024.....NO BOARD MEETING
NO BOARD MEETING.....		*MONDAY, JANUARY 6, 2025.....NO BOARD MEETING
January 8, 2025	January 14, 2025	*TUESDAY, JANUARY 21, 2025 - 5:00 P.M. .....District School Board Room
January 22, 2025	January 27, 2025	MONDAY, FEBRUARY 3, 2025 - 5:00 P.M.....District School Board Room (Recognize Teachers of the Year & School Related Employees of the Year)
February 5, 2025	February 11, 2025	*TUESDAY, FEBRUARY 18, 2025 - 5:00 P.M Sanderson Congregational Holiness Church (Recognize Sanderson, Margaretta & Olustee Grades 1-12)
February 19, 2025	February 24, 2025	MONDAY, MARCH 3, 2025 - 5:00 P.M Taylor Church (Recognize Taylor & Baxter Grades 1-12)
NO BOARD MEETING.....		*MONDAY, MARCH 17, 2025.....NO BOARD MEETING
March 26, 2025	March 31, 2025	MONDAY, APRIL 7, 2025 - 5:00 P.M. Legacy Elementary School (Recognize LES Students - Macclenny & Glen Grades 1-5)
April 9, 2025	April 14, 2025	MONDAY, APRIL 21, 2025 - 5:00 P.M Macclenny Elementary School (Recognize MES Students - Macclenny & Glen Grades 1-5)
April 23, 2025	April 28, 2025	MONDAY, MAY 5, 2025 - 5:00 P.M. Baker County High School (Recognize Macclenny & Glen Grades 6-12)
May 7, 2025	May 12, 2025	MONDAY, MAY 19, 2025 - 5:00 P.M. Baker County High School (Recognize WES Students - Macclenny & Glen Grades 1-5)
May 21, 2025	May 26, 2025	MONDAY, JUNE 2, 2025 - 9:00 A.M. .....District School Board Room
June 4, 2025	June 9, 2025	MONDAY, JUNE 16, 2025 - 9:00 A.M.....District School Board Room
NO BOARD MEETING.....		*MONDAY, JULY 7, 2025.....NO BOARD MEETING
July 9, 2025	July 14, 2025	*MONDAY, JULY 21, 2025 - 9:00 A.M.....District School Board Room
July 16, 2025	July 21, 2025	*MONDAY, JULY 28, 2025 - 5:00 P.M.....District School Board Room
July 23, 2025	July 28, 2025	MONDAY, AUGUST 4, 2025 - 5:00 P.M.....District School Board Room
August 6, 2025	August 11, 2025	MONDAY, AUGUST 18, 2025 - 5:00 P.M. .....District School Board Room
August 27, 2025	September 1, 2025	*MONDAY, SEPTEMBER 8, 2025 - 5:00 P.M.....District School Board Room
September 3, 2025	September 8, 2025	MONDAY, SEPTEMBER 15, 2025 - 5:00 P.M.....District School Board Room
September 24, 2025	September 29, 2025	MONDAY, OCTOBER 6, 2025 - 5:00 P.M.....District School Board Room
October 8, 2025	October 13, 2025	MONDAY, OCTOBER 20, 2025 - 5:00 P.M.....District School Board Room
October 22, 2025	October 27, 2025	MONDAY, NOVEMBER 3, 2025 - 5:00 P.M.....District School Board Room
November 5, 2025	November 10, 2025	MONDAY, NOVEMBER 17, 2025 - 5:00 P.M.....District School Board Room (4:45 p.m. Board Reorganization / 5:00 p.m. Board Meeting)

AGENDA ITEM NO. 5.4

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 19, 2024
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Board Organization
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTIONS**
SUBJECT:	Approval of Board Member to Serve as the Florida School Boards Association's Legislative Liaison. (Note: Mandi Canaday Served as the FSBA Legislative Liaison)

ATTACHMENTS:
11.19.2024 Approval of School Board Liaison for FSBA_W.Milton.pdf

5.4-R. Approval of Board Member to Serve as the Florida School Boards Association's Legislative Liaison. (Note: Mandi Canaday Served as the FSBA Legislative Liaison)

AGENDA ITEM NO. 5.5

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 19, 2024

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Board Organization

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTIONS**

SUBJECT: Approval of Board Member to Serve as the Florida School Boards Association's Alternate Legislative Liaison. (Note: Amanda Hodges Served as FSBA Legislative Alternate Liaison)

ATTACHMENTS:
11.19.2024 Approval of School Board Alt Liaison for FSBA_W.Milton.pdf

5.5-R. Approval of Board Member to Serve as the Florida School Boards Association's Alternate Legislative Liaison. (Note: Amanda Hodges Served as the FSBA Legislative Alternate Liaison)

AGENDA ITEM NO. 5.6

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: November 19, 2024

SUBMITTED BY: Wyatt Milton - (259-0401)

ITEM TYPE: Board Organization

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTIONS**

SUBJECT: Approval to Appoint School Board Member to Serve as the Representative on the Board of Directors for the Small School District Council Consortium (SSDCC). (Note: Jack Baker Jr. Served in this Capacity)

ATTACHMENTS:
11.19.2024 Approval of School Board Rep for SSDCC_W.Milton.pdf

5.6-R. Approval to Appoint School Board Member to Serve as the Representative on the Board of Directors for the Small School District Council Consortium (SSDCC). (Note: Jack Baker Jr. served in this capacity)

AGENDA ITEM NO. 5.7

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 19, 2024
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Board Organization
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTIONS**
SUBJECT:	Approval of Agreement with Rumberger, Kirk & Caldwell, P.A. for School Board Attorney Services, Effective November 2024 - December 2025.

ATTACHMENTS:
11.19.2024 Approval of Rumberger Kirk Caldwell Agreement_W.Milton.PDF

Rumberger|Kirk

Leonard J. Dietzen
Attorney
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
101 North Monroe Street
Suite 1050
Tallahassee, Florida 32301

Phone: 850.222.6550
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www.rumberger.com

October 17, 2024

Mr. Wyatt Milton, Superintendent
Baker County School Board
392 South Blvd. East
Macclenny, FL 32063

VIA EMAIL
john.milton@bakerk12.org

Re: Baker County School Board- Board Attorney Contract
Our File No.: 123737

Dear Superintendent Milton:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. ("RKC") as counsel on behalf of Baker County School Board ("BCSB" or "client"), pertaining to legal advice involving school board issues. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

This letter constitutes the engagement agreement (the "Agreement") between BCSB and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience.

1. **Scope of Engagement**. We have agreed the scope of our engagement will entail legal services for attending workshops, special and regular meetings, staff conferences, contract reviews, attend School Board hearings, answer any inquiries regarding general school law, and perform requested legal services.

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

of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

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

2. **Limitations on Obligation**. You acknowledge that we are not BCSC's general counsel and that our acceptance of this engagement does not involve an undertaking to represent BCSC's interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on BCSB's affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter.

3. **Fee for Services**. I will charge $250 per hour for all Board related services outlined in this Agreement. Other RKC partners will charge the same rate. RKC Associates will be billed at $225.00 per hour and RKC paralegals will be billed at $100 per hour. All legal services will be charged in increments of one tenth (1/10) of an hour for actual attorney time rendered. The firm agrees to submit monthly invoices and to advance all costs up to $300 per month.

These rates are subject to review and adjustment by mutual agreement in December 2024 and every December thereafter so long as RKC is serving as School Board Attorney.

RKC will agree to have a firm representative make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. RKC will charge half-time for any attorney fees for travel time to and from Baker County. Only IRS approved mileage will be charged.

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

directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

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

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

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

6. **Cooperation**. In order to enable us effectively to render the services contemplated, you agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to pending matters before the Board. You agree to cooperate fully with us and to make yourselves or your representatives available to attend meetings, conferences, hearings, and other proceedings as necessary.

7. **Contract Term**. The contract term for the services as School Board Attorney to be performed by RKC will commence on November 06, 2024, and conclude December 31, 2025, subject to the right of the Board to terminate such services on thirty 30) days written notice to RKC, and subject to renewal for successive one-year terms upon specific approval by the Board at each November Regular Board Meeting.

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

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

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

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

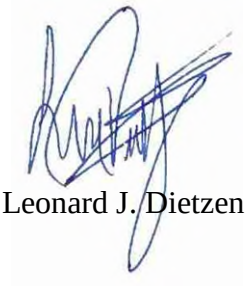
10. **Advance Deposit for Fees and Costs / Retainer**: At this stage of the proceedings, we have not requested an advance deposit for payment of fees and costs. In the event a deposit is requested, the money would be deposited into our trust account pursuant to the terms of this engagement letter, and the funds held in our trust account would ultimately be credited against any statement for services rendered and costs incurred not paid or contested by you in writing within thirty (30) days from mailing. In other words, if you do not so notify us in writing of any contested amounts of a bill within thirty (30) days from mailing, and you do not pay the invoice within thirty (30) days from mailing, then the amount of the invoice will be transferred from the monies that had been placed into the trust account. It would thereafter be necessary for you to replenish the deposit to bring your account current on an ongoing basis. By signing a copy of this letter, you hereby authorize such disbursements. An advance deposit for fees and costs in an appropriate amount may be requested in the event litigation of a substantial nature commences.

Funds provided for deposit into the Rumberger, Kirk & Caldwell, P.A. trust account will be placed in a banking institution where the firm has its banking relationship. This is currently the Orlando, Florida branch office of Truist Bank. By signing a copy of this letter, you consent to your funds being maintained in this trust account in Florida. .

The parties agree that any dispute regarding Rumberger, Kirk & Caldwell's engagement on this matter will be adjudicated in federal or state court in Leon County. Florida law will apply without regard to conflict of law principles.

I will have primary responsibility for this matter. Please feel free to contact me at any time if you have any questions or concerns. We appreciate the opportunity to represent Baker County School Board, and we look forward to working with you.

Sincerely,



Leonard J. Dietzen

LJD/kls

I, THE UNDERSIGNED, AGREE TO THE TERMS AS DESCRIBED IN THIS LETTER.

BY: _____

Print Name: _____

on behalf of Baker County School Board

Title: _____

Dated: _____

AGENDA ITEM NO. 5.8

Item Cover Page

SCHOOL BOARD ORGANIZATION MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	November 19, 2024
SUBMITTED BY:	Wyatt Milton - (259-0401)
ITEM TYPE:	Board Organization
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTIONS**
SUBJECT:	NOTE: Agreement with Akel, Logan, and Shafer for Architectural Services has Already Been Approved through October 31, 2026. (No Action Required)

ATTACHMENTS:
11.19.2024 Agreement with Akel Logan Shafer No Action Required_W.Milton.pdf

5.8-R. Approval of Agreement with Akel, Logan, and Shafer for Architectural Services Effective November 1, 2023, through October 31, 2026.