

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA

June 23, 2020

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. May 26, 2020, 6:00 p.m. – Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2019-2020 – **SEE PAGE #7**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2020- 2021 – **SEE PAGE #9**

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. School Board Truth in Millage (TRIM) Timetable – **SEE PAGE #12**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Board Approval for Federal Projects Budget Amendments – **SEE PAGE #13**

Fund Source: 4200 Fund Federal Programs

Amount: Attachments indicate amounts by project number

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Capping Vacation Leave – Delayed Implementation – **SEE PAGE #17**

Fund Source: Employees in all funds are affected

Amount: Varies by individual

ACTION REQUESTED: The Superintendent recommends approval.

- b. Premiums for General Liability, Auto Liability and Physical Damage, Property and Workers Compensation Insurance through Florida League of Cities (Florida Municipal Insurance Trust) - **SEE PAGE #20**

Fund Source: General Fund – 100% of General Liability, Auto Liability, Auto Physical Damage and Property

General Fund, School Food Service and Federal Projects:

Proportionate shares based on payroll compensation of Workers Compensation

Amount: Estimated increase of 5% or total of \$1,369,922

ACTION REQUESTED: The Superintendent recommends approval.

- c. Dental and Life Insurance Premiums for Insurance Year beginning October 1, 2020 – **SEE PAGE #24**

Fund Source: General Fund, School Food Service Fund and Federal Projects Fund

Amount: \$237,421.69

ACTION REQUESTED: The Superintendent recommends approval.

- d. 2020 -2021 Resolutions for PAEC Services – **SEE PAGE #29**

Fund Source: General Fund

Amount: \$96,805.04

ACTION REQUESTED: The Superintendent recommends approval.

- e. Agreement Between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC - **SEE PAGE #56**

Fund Source: FEFP Dollars

Amount: \$60.00 (per hour for actual hours worked) Occupational Therapy

\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

ACTION REQUESTED: The Superintendent recommends approval.

- f. Vision Services for Exceptional Students – **SEE PAGE #62**

Fund Source: FEFP Dollars  
Amount: \$25,000.00 (est.)

ACTION REQUESTED: The Superintendent recommends approval.

- g. Memorandum of Understanding between The Gadsden County School Board and Community Wellness Counseling and Support Services, Inc. (CWCSS) – **SEE PAGE #77**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- h. Contracted Services between Gadsden County School Board and Advanced Medical Personnel Services, Inc. – **SEE PAGE #80**

Fund Source: FEFP Dollars / Mental Health Allocation  
Amount: \$155,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- i. Agreement Between Cobb Pediatric Speech Services, LLC and Gadsden County School Board - **SEE PAGE #92**

Fund Source: FEFP/IDEA Dollars  
Amount: \$58.00 - \$61.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- j. Agreement between Soliant Health, Inc., and The School Board of Gadsden County - **SEE PAGE #97**

Fund Source: FEFP Dollars  
Amount: \$58.00 – 62.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- k. MOA between Gadsden County School Board and Florida Department of Health – **SEE PAGE #107**

Fund Source: N/A  
Amount: \$100,100.00

ACTION REQUESTED: The Superintendent recommends approval.

- l. Approval of Agreement with PSTB Consulting Services - **SEE PAGE #113**  
Fund Source: Federal  
Amount: \$50,000.00  
ACTION REQUESTED: The Superintendent recommends approval.
- m. Renewal Contract with PAEC for Continuing Operation of the ESOL and Immigrant Programs – **SEE PAGE #122**  
Fund Source: General Revenue  
Amount: \$80,000.00  
ACTION REQUESTED: The Superintendent recommends approval.
- n. Contracts for Homeless Outreach Specialist – **SEE PAGE #133**  
Fund Source: Federal  
Amount: \$57,800 (total for all three contracts)  
ACTION REQUESTED: The Superintendent recommends approval.
- o. Panhandle Area Educational Consortium (PAEC – FLVS FRANCHISE) Contract Agreement – **SEE PAGE #181**  
Fund Source: FEFP  
Amount: Undetermined – based upon enrollment  
ACTION REQUESTED: The Superintendent recommends approval.
- p. K-12 Virtual (fueleducation) Contract Agreement – **SEE PAGE #188**  
Fund Source: FEFP  
Amount: Undetermined – based upon enrollment  
ACTION REQUESTED: The Superintendent recommends approval.
- q. Gadsden County Public School Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manual – **SEE PAGE #235**  
Fund Source: FEFP  
Amount: Undetermined – based upon enrollment  
ACTION REQUESTED: The Superintendent recommends approval.
- r. Statement of Understanding for Emergency Transportation Services  
**SEE PAGE #260**  
Fund Source: Reimbursement to General Fund  
Amount: Payments from the Center to the District as defined in the document  
ACTION REQUESTED: The Superintendent recommends approval.

- s. Trumpler v. Gadsden county School Board – **SEE PAGE #266**

ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

- a. Liquid Propane Gas – District Wide - **SEE PAGE #267**

Fund Source: 110 and 410

Amount: \$45,000.00 total

ACTION REQUESTED: The Superintendent recommends approval.

- b. Pest Control Services – District Wide – **SEE PAGE #270**

Fund Source: 110 and 40

Amount: \$7,848.00 from 110

\$5,796.00 from 410

ACTION REQUESTED: The Superintendent recommends approval.

- c. Pest and Weed Control Services for Athletic Fields – District Wide  
**SEE PAGE #273**

Fund Source: 110

Amount: \$20,403.04

ACTION REQUESTED: The Superintendent recommends approval.

- d. Professional Services-Continuing Services Contract – **SEE PAGE #279**

Fund Source: determined on a project by project basis

Amount: determined on a project by project basis

ACTION REQUESTED: The Superintendent recommends approval.

- e. Request to Delete and Dispose from Capital Assets – Furniture, Fixtures and Equipment – **SEE PAGE #302**

Fund Source: All Funds with Assets of Furniture, Fixtures and Equipment

Amount: \$986,716.87

ACTION REQUESTED: The Superintendent recommends approval.

10. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Request to Advertise Notice of Intent to Adopt Policies - **SEE PAGE #329**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. FACILITIES UPDATE
12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
13. SCHOOL BOARD REQUESTS AND CONCERNS
14. ADJOURNMENT

# THE SCHOOL BOARD OF GADSDEN COUNTY



35 Martin Luther King, Jr. Blvd  
 Quincy, Florida 32351  
 Main: (850) 627-9651 or Fax: (850) 627-2760  
 www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
 miltonr@gcpsmail.com

*"Putting Children First"*

June 23, 2020

The School Board of  
 Gadsden County, Florida  
 Quincy, Florida 32351

Dear School Board Members:

**I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.**

**Item 6A Instructional and Non-Instructional Personnel 2019-2020**

**Item 6B Instructional and Non-Instructional Personnel 2020-2021**

The following reflects the total number of full-time employees in this school district for the 2019-2020 school term, as of June 23, 2020.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2020</u>
Classroom Teachers and Other Certified	120 & 130	356 .00
Administrators	110	53.00
Non-Instructional	150, 160, & 170	<u>383.00</u>
		792.00

Sincerely,

Roger P. Milton  
 Superintendent of Schools

Audrey Lewis  
 DISTRICT NO. 1  
 Havana, FL 32333  
 Midway, FL 32343

Steve Scott  
 DISTRICT NO. 2  
 Havana, FL 32351  
 Havana, FL 32333

Leroy McMillan  
 DISTRICT NO. 3  
 Chattahoochee, FL 32332  
 Greensboro, FL 32330

Charlie D. Frost  
 DISTRICT NO. 4  
 Gretna, FL 32332  
 Quincy, FL 32352

Tyrone D. Smith  
 DISTRICT NO. 5  
 Quincy, FL 32351

**AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2019/2020**

**NON INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Fields, Eureka	CES	Office Manager	06/04/2020

**REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:**

**LEAVE**

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Gainous, Sharon	Head Start-PreK/Teacher	05/04/2020	06/02/2020

**RESIGNATION**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Appari, Aruna	GCHS	Teacher	06/02/2020
Atelonie, Tiara	GCHS	Teacher	06/02/2020
Batiste, Alexis	GCHS	Teacher	06/02/2020
Chambers, Janecia	SSES	Teacher	06/02/2020
Cooper, Anthony	HMS	Teacher	06/02/2020
Cooper, Vontez	SSES	Custodial Assistant	05/12/2020
Davis, Courtney	GCHS	Teacher	06/02/2020
Fields, Eureka*	CES	Secretary	06/03/2020
Horne, Chelsea	GWM	Teacher	06/02/2020
Pinkston, Jacob	HMS	Teacher	06/02/2020
McWhite, Alexis	SSES	Secretary	06/19/2020
Revell, Jimmie**	GBES	Teacher	05/29/2020
Valencia, Kayla	GCHS	Teacher	06/02/2020

\*Resigned to accept another position within the District

\*\*Correction from May 26, 2020 Board

**DROP RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Hartsfield, Diane	HMS	SFS Worker	06/01/2020
Swain, Mary	SSES	Teacher	06/02/2020

**RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
McMillan, Christine	WGMS	SFS Worker	06/01/2020



**Reported to April/May Board as reappointments in error**

**AC**

Jefferson, Tracy (April)  
Biehler, Patricia  
Jessie, Kendra

**District Admin**

Thomas, Sharon

**AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021**

**PS INSTRUCTIONAL**

Bates-Jackson, Erica  
Bryant, Pamela

**AC INSTRUCTIONAL**

Agama, Nyesha  
Allridge, Ashley  
Alexander, Maresha  
Atherton, Taylor  
Baker, Carlicia  
Branch, Whitney  
Bright-Bright, Gail  
Brown, Joy  
Brown, Michael Ashley  
Bryant, Phillip  
Carter, Joycelyn  
Cinous, Michaelle  
Cato, Quinteria  
Daniels, Yakesia  
Davis, Stephan  
Dawkins, Tamara  
Dowdell, Shannon  
Gardiner, Grace  
Gray, Gerald  
Grimsley, Alesia  
Gurley, Anita  
Harmon, Ashleigh  
Hart, Janice  
Hartsfield-Denson, Tiffany  
Hatcher, George  
Hendley, Natasha  
Holt, Jamaal  
House, Lauren  
Hunter, Sarah  
Israel, Obadiah  
Jackson, Tameshia  
Jean Pierre, Carl  
Jones, Gamocha  
Johnson, Wineisha  
Lawrence, Kaya  
Love, Taronda  
McNair, Cassandra

McNealy, Eleanor  
Mallepogu Reuben, Bennet  
Mathew, Sancho  
Mathews, Victoria  
Mayorga, Hugo  
Milton, Dierra  
Monroe, Patrice  
Murray-McMillon, Shannon  
Peoples, Twyla  
Pitamber, Ankita  
Pringley, Brandi  
Read, Angela  
Richards, Judy  
Richardson, Shareese  
Roberts, Natalie  
Robinson, Adrienne  
Robinson, Khalik  
Rolle, Carlos  
Sailor, Barbara  
Sailor, Dalis  
Sailor, Kimberly  
Scales, Ricardo  
Showers, Camelia  
Simmons, Laquadra  
Smith, Kaloma  
Smith, Yolanda  
Smith, Rose-Anna  
Stephenson, Ciara  
Sully, Michael  
Taylor, Kaleigh  
Terrelonge, Kevin  
Thomas, Tarrie  
Washington, Alex  
Webb, Christopher  
Williams, Derrick  
Williams, Marshall  
Williams, Nyama  
Williams, Omeka

Wooten, James  
Vickers, Annette  
Yates, Wendy

**Part Time**

Dowdell, Garrett

**JROTC**

Roberts, Charlie  
White, Kevin

**BEHAVIOR SPECIALIST**

Brinson, William  
Dantzler, Heath  
Frost, Diane  
Griffin, Edgar  
Hinson, Eric  
Jones, Shalandria  
Moore, Herbert  
Ray, Michael  
Rispress, Devin  
Riggins, Vann  
White, Burnell  
Williams, Shereka  
Wooten, Anthony  
Young, Donny

**ATTENDANCE**

Cherry, Steve

**SCHOOL SOCIAL WORKER**

Evans, Dee Ella

**GRADUATION COACH**

Lightfoot, Tomeka

**School Level Administrators**

Davis, Allysun  
Denson, Valencia  
Jackson, Juliette  
Jackson, Willie  
Jones, Pamela  
Peterson, Ronald  
Pitts, Stephen  
Robinson, Lisa  
Stokes, Maurice  
Williams, Parish

Gadsden Elementary Magnet  
Chattahoochee Elementary  
West Gadsden Middle  
Carter-Parramore Academy  
Gadsden County High  
George W Munroe Elementary  
Greensboro Elementary  
Stewart Street Elementary  
James A Shanks Middle  
Havana Magnet

**ADMINISTRATION**

**School Level**

Akins, Zola  
Bulger, Evonski  
Clary, Curlie  
Dowdell, Keith  
Frazier-Lee, Laronda  
Germany, Christopher  
Hankerson, Latoyer  
Key, Elijah  
Kirkland, Germaine  
Landrum, Michael  
Scott, Tawanda  
Shaffer, Deborah  
Wells, Carla  
Williams, Shannon  
Zanders, Abbye

**NON-INSTRUCTIONAL**

**PERMANENT**

**Custodians**

Betsey, Antwan  
Jones, Marshall  
Kirkland, Juan  
Lee, Willie  
McCloud, Estella  
Oliver, Clifford  
Robinson, Lamar  
Seymore, David  
White, Danny  
Wimbush, Rondal

**Custodial Assistants**

Alexander, Estelle  
Favors, John  
Gordon, Stenet  
Hobbs, Carolyn  
Kenon, Geraldine  
Lee, Katherine  
McCall, Barbara  
Monroe, Lisa  
Reed, Willie Mae  
Shannon, Keysha  
Smith, Rosetta  
Walker, Cedric  
Williams, Sharon  
Winbush, Latoya  
Woods, Terrell

**Transportation**

Lewis, Rogers  
Rodriguez, Carlos

**Maintenance**

Harris, Terry  
Johnson, William  
McCall, Isaac  
Pride, Michael  
Smith, William  
Tyus, James  
Yon, Dennis

**NON-INSTRUCTIONAL**

**ANNUAL**

**Office Managers, Secretaries**

**Clerical**

Barnes, Ericka  
Bibb-Mitchell, Dahlia  
Bradwell, Gwendolyn  
Bryant, Edna  
Burke, Keyichee  
Clark, Tenesia  
Cloud, Katrina  
Fields, Euruka  
Frison, Lauren  
Green, Floria  
Hall, Brenda  
Harrell, Frances  
Highman, Keshandra  
James, Felicia  
Lamb, Makenzie  
Lawson, Ieshia  
Quintero, Dolores  
Robinson, Allen  
Rollinson, Bernicia  
Russ-Hutley, Lesa  
Sanders, Valorie  
Smith, Linda G.  
Spates, Carla  
Stokes, Demetrius  
Thurman, Tameka  
Thomas, Tawonda  
Villegas, Rosa

**Part Time**

Smith, Linda

**PreK**

Brown, Shannon  
Bryant, Cametra  
Fields, Barbara  
Gilcrease, Shakiriya  
Goss, Stacey  
Hills, Kecia  
Jones, Curtis  
Popoca-Leonides, Patricia  
Randolph, Niara  
Riley, Cynthia  
Street, Dana

**Custodians**

March, Kelvin  
McGriff, Linda  
Smith, Edrick

**Custodial Assistants**

Alls, Billy  
Anderson, Sarah  
Bittle, Yvette  
Brown, Eugene  
Brown, Hazel  
Dixon, Anthony  
Eggleton, Alfred  
Faulk, Jeffie  
Gee, Laforest  
Hayes, Charles  
Hinson, Kurstin  
Jackson, Lillian  
Monroe, Pinky  
Murray, Eddie  
Pearson, Betty  
Radford, Gloria  
Ray, Johnny  
Robinson, Bryan  
Stevens, Derrick  
West, Dwight  
Wilson, Reginald  
Wynn, Cedrick

**Transportation**

Battles, Anthony  
Edwards, Mary  
Jefferson, Gregory  
Rittman-Jackson, Debra  
Rutten, Mary  
Taylor, Jimmy  
Woods, Lucy

**GTI**

Drake, Doris  
Dupont, Natalie  
Thomas, Tatia

**Maintenance**

Commodore, Kyle  
Lewis, Kimmie  
O'Donnell, Amy  
Peters, John  
Reed, Javarrious  
Roberts, Angela  
Sherman, Ricky  
Williams, Corey

**District NA**

McGriff, John

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEMS: School Board Truth in Millage (TRIM) Timetable

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the Truth in Millage (TRIM) timetable with the following key dates:

Action	Date	Description
Board Meeting	July 14, 2020	Superintendent sends the tentative budget to the Board for approval and Board approves tentative budget for advertising
Newspaper Ads	July 21, 2020	School District advertises its intent to adopt a tentative budget and millage rates, including proposed millage for capital outlay projects
Board Meeting	July 28, 2020	Public hearing on the tentative budget and millage, adopting the tentative millage rates and tentatively announcing the percentage the millage rates exceed the roll-back rate, if applicable
Board Meeting	September 1, 2019	Hold a public hearing on the final budget and millage rates. Approve AFR for submission to the FDOE

Each of the board meetings would begin at 6:00 p.m.

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7b

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Board Approval for Federal Projects Budget Amendments

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for budgeting roll forward allocations and budget increases for the following grants:

Title II Part A Teacher Recruitment  
Title III ESOL  
Title IV Student Support and Academic Enrichment  
Title IX Homeless

**FUND SOURCE:** 4200 Fund Federal Programs

**AMOUNT:** Attachments indicate amounts by project number

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

\*\*\*\*\*

REPORT SPECIFICATIONS

DISTRICT: PAEC - Gadsden County, FL  
REPORT TITLE: GENERAL INPUT JOURNAL ENTRIES - UPDATE REPORT, APRIL 2019-2020  
REQUESTED BY: kingmelanie DATE: 04/26/20  
PROGRAM NAME: fin/3amgip01. TIME: 4:17:26 PM  
COPIES: 1 LPI: 6  
RUN ON SERVER: Yes CREATE ASCII FILE: NO

\*\*\*\*\*

BATCHES SELECTED:	BATCH #	DESCRIPTION	POST DATE
	19-BR171	BR:TITLE IV ROLL FORWARD APRIL 2020	04/26/2020
	19-BR172	BR:TITLE IX BUDGET INCREASE APRIL 2020	04/26/2020
	19-BR173	BR:TITLE II ROLL FORWARD APRIL 2020	04/26/2020
	19-BR174	BR:TITLE III ESOL ROLL FORWARD APRIL 2020	04/26/2020

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT
19-BR171	BR:TITLE IV ROLL FORWARD APRIL 2020	2019-2020	04/26/2020	Web Clone	Batch			
	BR:TITLE IV ROLL FORWARD APRIL 2020			4200Q1510 0000 0000 00000 00000		04/26/2020	88,892.14	0.00
	BR:TITLE IV ROLL FORWARD APRIL 2020			4200Q2510 0000 0000 00000 00000		04/26/2020	0.00	88,892.14
	TOTALS						88,892.14	88,892.14

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT
19-BR172	BR:TITLE IX BUDGET INCREASE APRIL 2020	2019-2020	04/26/2020	Web Clone	Batch			
	BR:TITLE IX BUDGET INCREASE APRIL 2020			4200Q1510 0000 0000 00000 00000		04/26/2020	32,244.00	0.00
	BR:TITLE IX BUDGET INCREASE APRIL 2020			4200Q2510 0000 0000 00000 00000		04/26/2020	0.00	32,244.00
	TOTALS						32,244.00	32,244.00

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT
19-BR173	BR:TITLE II ROLL FORWARD APRIL 2020	2019-2020	04/26/2020	Web Clone	Batch			
	BR:TITLE II ROLL FORWARD APRIL 2020			4200Q1510 0000 0000 00000 00000		04/26/2020	51,549.33	0.00
	BR:TITLE II ROLL FORWARD APRIL 2020			4200Q2510 0000 0000 00000 00000		04/26/2020	0.00	51,549.33
	TOTALS						51,549.33	51,549.33

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT
19-BR174	BR:TITLE III ESOL ROLL FORWARD APRIL 2020	2019-2020	04/26/2020	Web Clone	Batch			
	BR:TITLE III ESOL ROLL FORWARD APRIL 2020			4200Q1510 0000 0000 00000 00000		04/26/2020	29,652.15	0.00
	BR:TITLE III ESOL ROLL FORWARD APRIL 2020			4200Q2510 0000 0000 00000 00000		04/26/2020	0.00	29,652.15
	TOTALS						29,652.15	29,652.15

\*\*\*\*\* End of report \*\*\*\*\*

POSTING DATE: April 26, 2020 FISCAL YEAR: 2019-2020 SOURCE: JE FUND: 4200

ACCOUNT	SS BATCH	DATE	DESC1	DEBIT AMT	CREDIT AMT	NET AMT
4200Q1510 0000 0000 00000 00000	19-BR171	04/26/20	BR:TITLE IV ROLL FORWARD APRIL 2020	88,892.14	0.00	88,892.14
4200Q1510 0000 0000 00000 00000	19-BR172	04/26/20	BR:TITLE IX BUDGET INCREASE APRIL 2020	32,244.00	0.00	32,244.00
4200Q1510 0000 0000 00000 00000	19-BR173	04/26/20	BR:TITLE II ROLL FORWARD APRIL 2020	51,549.33	0.00	51,549.33
4200Q1510 0000 0000 00000 00000	19-BR174	04/26/20	BR:TITLE III ESOL ROLL FORWARD APRIL 20	29,652.15	0.00	29,652.15
4200Q2510 0000 0000 00000 00000	19-BR171	04/26/20	BR:TITLE IV ROLL FORWARD APRIL 2020	88,892.14	88,892.14	88,892.14CR
4200Q2510 0000 0000 00000 00000	19-BR172	04/26/20	BR:TITLE IX BUDGET INCREASE APRIL 2020	32,244.00	32,244.00	32,244.00CR
4200Q2510 0000 0000 00000 00000	19-BR173	04/26/20	BR:TITLE II ROLL FORWARD APRIL 2020	51,549.33	51,549.33	51,549.33CR
4200Q2510 0000 0000 00000 00000	19-BR174	04/26/20	BR:TITLE III ESOL ROLL FORWARD APRIL 20	29,652.15	29,652.15	29,652.15CR

\*\*TOTAL FUND 4200 BALANCE SHEET COUNT 8 202,337.62 0.00 0.00

\*\*\*TOTAL FUND 4200 OPERATING STATEMENT COUNT 0 0.00 0.00 0.00

\*\*\*\*GRAND TOTAL BALANCE SHEET COUNT 8 202,337.62 0.00 0.00  
 \*\*\*\*\*GRAND TOTAL OPERATING STATEMENT COUNT 0 0.00 0.00 0.00

\*\*\*\*\* End of report \*\*\*\*\*



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8a

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Capping Vacation Leave – Delayed Implementation

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for delaying the full implementation of Board Policy #6.541 VACATION LEAVE PAYMENT/DROP. Section 1 Parts A. and B. define maximum amounts of vacation leave that twelve-month employees may accumulate. By delaying the full implementation of these two paragraphs for active employees, all employees will have an opportunity to fully utilize vacation time that has accumulated.

**FUND SOURCE:** Employees in all funds are affected

**AMOUNT:** Varies by individual

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

## MEMORANDUM

**TO:** Roger P. Milton  
Superintendent of Schools

**FROM:** Bonnie Wood *BWood*  
Finance Director

**DATE:** June 16, 2020

**SUBJECT:** Capping of Vacation Leave – Delayed Implementation

Your approval of the following procedure is respectfully requested: A review of vacation leave data, for which 240-day employees are eligible, indicates that approximately fifty-seven (57) employees might be adversely affected by an immediate implementation of Board Policy 6.541 Vacation Leave Payment/DROP. The School Board officially adopted this policy as part of the complete policy package during its regular meeting in July, 2019.

Attached is a copy of the policy which contains the provision that during the first ten (10) years of the employee's full-time service, vacation leave may not exceed twenty (20) days or 160 hours. For employees who have been employed with the district in excess of ten (10) years, vacation leave may not exceed sixty (60) days or 480 hours. Currently fifty-seven (57) employees are affected by these maximum days or hours.

### Recommended Resolution:

- Delay the capping of vacation leave for District employees until June 30, 2021.
- Notify all employees who earn vacation leave that Florida statutes and Board Policy establish maximum amounts of vacation leave that can be accumulated.
- Individually communicate in writing with the fifty-seven (57) employees who currently have vacation leave in excess of the maximum amounts. Notify them that they must take steps to use the overages by June 30, 2021. Communicate to the employees that vacation leave in excess of the maximums will be removed from individual records at the end of the 2020-2021 fiscal year.
- Allow the Skyward software to cap vacation on June 30, 2021, pursuant to state statute and Board Policy.

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Leroy McMillan  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

**CHAPTER 6.00 – HUMAN RESOURCES**

**VACATION LEAVE PAYMENT/DROP**

**6.541\***

- I. All personnel employed full-time on a twelve-months basis (240 contract days) will be allowed in each fiscal year vacation leave which may be taken at any time during the year as approved by the Superintendent, and in amounts as follows:
  - A. During the first ten (10) years of the employee's full-time service for this School District, twelve (12) days per fiscal year. Such vacation leave may be cumulative up to a maximum of twenty (20) days.
  - B. During and after the eleventh (11<sup>th</sup>) of the employee's full-time service for this School district, eighteen (18) days per fiscal year. Such vacation leave, taken together with vacation leave accumulative in previous years, may be cumulative up to a maximum as permitted by Florida Statutes.
- II. Subject to law and applicable rules and regulations, a lump-sum payment for any accrued vacation leave will be made to each employee upon termination of employment, or upon retirement, or at the time of Deferred Retirement Option Program (DROP) enrollment, or to employee's beneficiary if service is terminated by death. The amount of such lump-sum payment will be computed by multiplying the daily rate of pay of the employee at the time of such termination, retirement, DROP enrollment, or death by the number of accrued vacation leave days which the employee has at that time, as provided in above paragraphs (1)(a) or (1)(b), as applicable. In such computations, accrued vacation leave days may be counted whether earned before or after the effective date of this Rule.
- III. A participant in the DROP who is in a position authorized to earn vacation leave shall earn vacation leave at the rate indicated in this Policy. DROP enrollment shall not alter the number of annual leave days earned by the employee. Annual leave accrued during DROP participation shall be paid to the retiree at the rate of pay at the time of termination.

**STATUTORY AUTHORITY:**

**1001.41, 1012.22, 1012.23, F. S.**

**LAWS IMPLEMENTED:**

**121.091, 1001.43,  
1012.22, 1012.60, 1012.62, 1012.65, 1012.66, F. S.**

**STATE BOARD OF EDUCATION RULE:**

**6A-1.082**

**HISTORY:**

**ADOPTED:  
REVISION DATE(S): 9/15/02, 7/15/03  
FORMERLY: 3.117**

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8b

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Premiums for General Liability, Auto Liability and Physical Damage, Property and Workers Compensation Insurance through Florida League of Cities (Florida Municipal Insurance Trust)

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the following coverages beginning October 1, 2020:

General Liability, Auto Liability, Auto Physical Damage, Property and Workers Compensation

The vendor is Florida Municipal League through the Florida Municipal Insurance Trust.

**FUND SOURCE:** General Fund: 100% of General Liability, Auto Liability, Auto Physical Damage and Property  
General Fund, School Food Service and Federal Projects: Proportionate shares based on payroll compensation of Workers Compensation

**AMOUNT:** Estimated increase of 5% or total of \$1,369,922

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



FLORIDA MUNICIPAL INSURANCE TRUST

## Florida Municipal Insurance Trust Fourth Installment Billing - 19/20 Fund Year

FMIT # 0857 Invoice Date: 6/1/2020  
 Invoice ID #: INV-31443-L4M7 Due Date: 7/1/2020

Bank ACH: Capital City Bank  
 217 N. Monroe St.  
 Tallahassee, FL 32301

RTN#/ABA#: 063100688 ACCT#: 003260701

ATTN: Bonnie Wood  
 The School Board of Gadsden  
 County  
 35 Martin Luther King Jr. Boulevard  
 Quincy, FL 32351

Acct Type: Checking  
 Acct Name: Florida Municipal Insurance Trust

Please make check payable to:  
 Florida Municipal Insurance Trust  
 P.O. Box 1757  
 Tallahassee, FL 32302-1757

### Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$482,414.00	\$61,334.00	\$19,507.00	\$396,831.00	\$403,623.00	\$1,363,709.00
Incentive Credit	(\$72,334.00)	\$0.00	\$0.00	\$0.00	(\$60,537.00)	(\$132,871.00)
Service Fee	\$24,605.00	\$3,680.00	\$1,170.00	\$23,810.00	\$20,585.00	\$73,850.00
<b>Total Net Premium</b>	<b>\$434,685.00</b>	<b>\$65,014.00</b>	<b>\$20,677.00</b>	<b>\$420,641.00</b>	<b>\$363,671.00</b>	<b>\$1,304,688.00</b>

### Previous Activity

Previous Invoices	\$978,401.16
Payment Received On 9/27/2019	(\$325,827.50) ✓
Payment Received On 12/27/2019	(\$326,286.83) ✓
Payment Received On 3/30/2020	(\$326,286.83) ✓
<b>Total Balance Forward</b>	<b>\$0.00</b>

### Current Installment

Coverage	Premium	Service Fee	Incentive Credit	Total Net Premium
General Liability Coverage	\$120,603.50	\$6,151.25	(\$18,083.50)	\$108,671.25
Auto Liability Coverage	\$15,333.50	\$920.00	\$0.00	\$16,253.50
Auto Physical Damage Coverage	\$4,985.08	\$299.00	\$0.00	\$5,284.08
Property Coverage	\$99,207.75	\$5,952.50	\$0.00	\$105,160.25
Workers Compensation Coverage	\$100,905.75	\$5,146.25	(\$15,134.25)	\$90,917.75
<b>Total Installment Amount</b>				<b>\$326,286.83</b>

**Total Due by 7/1/2020**

**\$326,286.83**

NOTE: Any change in premium from the previous installment is due to endorsement(s) to your policy. These endorsements are available to you on the FMIT website: <http://insurance.flcities.com>

Please see reverse side for a copy of our Premium Installment Plan, Penalty Policy and ACH Instructions.

PD # 1100000038  
 #4 Installment  
 1100 E 7800 3200 9001 99999 \$21,537.58  
 1100 E 7900 3200 9001 99999 213,831.50  
 off PD 1100 L 1117  
 90,917.75  
 #326,286.83

PINK COPY - Please return with your payment or send the following ACH information  
 Invoice ID # & Amount Paid in an email to [AccountsReceivable@flcities.com](mailto:AccountsReceivable@flcities.com).

WHITE COPY - For your records

**CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT  
FLORIDA MUNICIPAL INSURANCE TRUST**

Employer Name: The School Board of Gadsden County

Name of Contact Person: Bonnie Wood Telephone #: (850) 627-9651

Policy #: FMIT# 0857 Effective Date of Policy: 10/01/2020

On behalf of the FMIT Member identified above, I am authorized to submit the Member's workplace safety program.

I certify that this safety program has been implemented in my workplace, is being maintained as submitted to my carrier, and that my workplace safety program satisfies the workplace safety program standard set forth in §440.1025, Florida Statutes, including:

- |   |                             |
|---|-----------------------------|
| 1) Written safety policy and safety rules | 5) First aid                |
| 2) Safety inspections                     | 6) Accident investigation   |
| 3) Preventative maintenance               | 7) Necessary Record Keeping |
| 4) Safety training                        |                             |

I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification of Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Bonnie Wood

\_\_\_\_\_  
FMIT Member/Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
\* Elected or Authorized Member Official

06/12/2020

\_\_\_\_\_  
Title

# Florida Municipal Insurance Trust - Renewal Worksheet

Exposures to use for 10/01/2020 - 10/01/2021 Renewal

Gadsden County

FMIT #0857

Number of Employees: Full Time: 800 Part Time: 5

Number of employees who handle, have custody of, or maintain records of money or  
(DO NOT include employees who only sign checks.) 16

**Workers' Compensation**

Class Code	Description	18/19 Audited Payroll	19/20 Renewal Payroll	20/21 Projected Payroll
7383	COLLEGE OR SCHOOL: SCHOOL BUS DRIVERS	1,873,662	1,762,140	1,873,662
7720	Detective or Patrol Agency & Drivers	2,597	0	175,000
8868	COLLEGE OR SCHOOL: PROFESSIONAL EMPLOYEES & Clerical	25,913,395	26,900,549	25,913,395
9101	COLLEGE OR SCHOOL: ALL OTHER EMPLOYEES	2,967,857	3,156,146	2,967,857
<b>Total</b>		<b>30,757,511</b>	<b>31,818,835</b>	<b>30,929,914</b>

**General Liability** (If General Liability is based on payroll the projected exposure is **total payroll less police payroll.**)

Class Code	Description	Exposure Basis	18/19 Audited Payroll	19/20 Renewal Payroll	20/21 Projected Payroll
31000	Miscellaneous	Payroll	31,818,835	31,818,835	30,929,914

**Please provide an explanation of any significant year-over-year changes to your General Liability exposure:**

Please note that the School Board's General Liability is based on the # of full time equivalent student. 20/21 is 4754 students.

**Additional Information**

**Before School Program:**

Do Not Operate ( )

Max Weekly Attendance: 2,500 Avg. Weekly 2,444 No. of Staff: 83

**After School Program:**

Do Not Operate ( )

Max Weekly Attendance: 3,400 Avg. Weekly 3,320 No. of Staff: 83

**Pilot Employee Questions:**

Are there employees that are pilots? Yes ( ) No ( **X** )

If yes, do the pilot employees fly aircraft for municipality Yes ( ) No ( **X** )

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8c

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Dental and Life Insurance Premiums for Insurance Year beginning October 1, 2020

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for approving the recommendation from the Insurance Committee that the vendor, THE STANDARD, continue to be the provider of dental and life insurance for the insurance year beginning October 1, 2020. The attached summary contains the details of the various coverages.

**FUND SOURCE:** General Fund, School Food Service Fund and Federal Projects Fund

**AMOUNT:** \$237,421.69

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director





# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

## EMPLOYEE BENEFITS AND DEDUCTIONS Dental and Life Insurance Changes For Insurance Year beginning October 1, 2020

Pursuant to Florida Statutes, the Gadsden County School Board competitively bid employee and retiree dental and life insurance in March 2017. The Board awarded the contract to the vendor, The Standard.

For the insurance year beginning October 1, 2020, representative of the District negotiated the following extension to the current bid:

### DENTAL INSURANCE

- 1) No change will occur to the employee deductions for dental insurance. The base dental plan remains at no cost to the employee.
- 2) No change will occur to the Board's benefit premiums per employee. The base plan remains at \$18.20 per month per employee. For all funds, the Board's cost for 2019-2020 is estimated to be \$171,781.44.

### LIFE INSURANCE

The attached schedule details the life insurance claims history in the two-year period preceding December, 2019. During this time, the vendor paid 40 claims for retirees and 7 claims for active employees which resulted in a loss ratio of 177.91%.

Negotiations with the vendor, The Standard, resulted in the following provisions:

- 1) No change will occur in the premiums for active employees who choose additional life insurance. (Active employees do not pay any premium for life insurance of one times the employee's salary. This premium is paid by the Board.)
- 2) The Board's premium for the one times the employees' salary would increase from \$.17/\$1,000 of salary per month per employee to \$.21/\$1,000. The annualized cost of this increase in premium is approximately \$12,490.09 based on the current salaries and numbers of employees.

**Audrey Lewis**  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

**Steve Scott**  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

**Leroy McMillan**  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

**Charlie D. Frost**  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

**Tyrone D. Smith**  
DISTRICT NO. 5  
QUINCY, FL 32351

EMPLOYEE BENEFITS AND DEDUCTIONS

Dental and Life Insurance Changes

For Insurance Year beginning October 1, 2020

Page 2

- 3) Retirees, the increase would be from \$2.53/\$1,000 of coverage per month to \$3.53/\$1,000 of coverage per month or 40% increase with the following options:
  - a) Retirees can choose a flat \$10,000 life insurance policy with a premium of \$35.30 per month.
  - b) Retiree life insurance plan would be subject to an additional reduction of 25% of the retired face amount of life insurance coverage at age 75.

The Insurance Committee met virtually on Thursday, June 11, 2020, to discuss these issues. A majority of the Insurance Committee voted to approve this recommendation to the School Board in accordance with the respective provisions contained in both the GCCTA and GESPA Collective Bargaining Agreements. The recommendation includes the two additional options for the Retirees.

**Gadsden School Board Life Claims History**

10/01/2017 - 12/31/2019

	Paid Premium	Paid Claims	Difference	Loss Ratio
Basic Life	\$541,782.00	\$895,500.00	-\$353,718.00	165.29%
Additional Life	\$166,729.00	\$365,000.00	-\$198,271.00	218.92%
<b>Total</b>	<b>\$708,511.00</b>	<b>\$1,260,500.00</b>	<b>-\$551,989.00</b>	<b>177.91%</b>

Gadsden School Board Life and Dental History									
Year	Company	Life Rates Active	Retiree		Company	Dental Rates			
2009-2010	Assurant (Bob Butler)	\$0.63	\$2.87		FCL (Pat Thomas)	\$18.62			
2010-2011	FCL (Pat Thomas)	\$0.33	\$2.53	-12%	FCL (Pat Thomas)	\$17.69	-5%		
2011-2012	FCL (Pat Thomas)	\$0.33	\$2.53		FCL (Pat Thomas)	\$17.69			
2012-2013	FCL (Pat Thomas)	\$0.30	\$2.53	-9%	FCL (Pat Thomas)	\$17.69			
2013-2014	FCL (Pat Thomas)	\$0.26	\$2.53	-13%	FCL (Pat Thomas)	\$17.69			
2014-2015	FCL (Pat Thomas)	\$0.26	\$2.53		FCL (Pat Thomas)	\$17.69			
2015-2016	FCL (Pat Thomas)	\$0.24	\$2.53	-8%	FCL (Pat Thomas)	\$17.69			
2016-2017	FCL (Pat Thomas)	\$0.24	\$2.53		FCL (Pat Thomas)	\$17.69			
2017-2018	The Standard (Pat Thomas)	\$0.17	\$2.53	-29%	The Standard (Pat Thomas)	\$17.34	-2%		
2018-2019	The Standard (Pat Thomas)	\$0.17	\$2.53		The Standard (Pat Thomas)	\$18.20	5%		
2019-2020	The Standard (Pat Thomas)	\$0.17	\$2.53		The Standard (Pat Thomas)	\$18.20			
Total decrease since 2009									
				-73%			-12%		
Proposed Rates									
Option #1									
2020-2021	The Standard (Pat Thomas)	\$0.21	\$3.53		The Standard (Pat Thomas)	\$18.20			
	2 year rate guarantee				1 year rate guarantee				
Option #2									
2020-2021	The Standard (Pat Thomas)	\$0.21	\$2.99						
	2 year rate guarantee								
Option #1									
	Provides for a optional flat \$10,000 so that monthly premium would be \$35.30								
Option #2									
	Provides for additional reduction to 25% of retired face amount at age 75.								

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8d

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** 2020-2021 Resolutions for PAEC Services

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the following services with their respective costs to be provided by the Panhandle Area Educational Consortium:

• PAEC Membership Services	\$12,630.54
• Professional Development Center	16,853.45
• Gateway Computing Consultants (Payroll/Finance)	60,610.15
• Human Resources Support Services	<u>6,710.90</u>
<b>Total</b>	<b>\$96,805.04</b>

**FUND SOURCE:** General Fund

**AMOUNT:** \$96,805.04

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



**Master Resolution and Contract  
for District Participation in PAEC Central Services  
2020-21**

This Central Services Master Contract is between Panhandle Area Educational Consortium through its District of Record, the School Board of Washington County and the School Board of Gadsden County. This signature page is incorporated into and subject to all terms and conditions of the individual agreements attached.

<b>Service:</b>	<b>District Assessment:</b>
PAEC Membership Services	\$ 12,630.54
Professional Development Center	\$ 16,853.45
Gateway Educational Computing Consultants (Finance/Payroll)	
<i>Gateway Support Services</i>	\$ 24,821.54
<i>Skyward Software Fee</i>	\$ 28,355.60
<i>ISCorp Hosting Fee</i>	\$ 7,433.01
Human Resources Support Services	\$ 6,710.90
<b>TOTAL</b>	<b>\$96,805.04</b>

**APPROVED**

School Board of Gadsden County

School Board of Washington County

\_\_\_\_\_  
Roger P. Milton, Superintendent

\_\_\_\_\_  
Herbert J. Taylor, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Audrey D. Lewis, Chairman

\_\_\_\_\_  
Lou Cleveland, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Panhandle Area Educational Consortium

\_\_\_\_\_  
John T. Selover, Executive Director

Date: \_\_\_\_\_

BOD approval: May 14, 2020  
WCSB approval: May 11, 2020

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE  
PANHANDLE AREA EDUCATIONAL CONSORTIUM**



A resolution of the District School Board of Gadsden County, Florida, hereinafter referred to as District School Board, pursuant to Florida Statutes, Sections 230.23(4)(j), 230.23(12), and 1001.451, adopting a plan for cooperating with school boards of other districts in this state in a Regional Consortium Service Organization, the Panhandle Area Educational Consortium (PAEC), for acquisition of materials, supplies, equipment, contracted services, and participation in programs and projects, when such meets specific needs of the district and is deemed educationally/monetarily beneficial by the school board.

**WHEREAS**, the District School Board has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs, and services when it is to the best interest of the taxpayers of their county and for the best interest of the educational system and the school children of the school district, and

**WHEREAS**, it is necessary to adopt resolutions spread upon the minutes of each participating school board, which provide a plan for cooperating with school boards of other districts in the state for the projects and activities cooperatively initiated, and

**WHEREAS**, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School**, and all such other eligible school boards which adopt a like resolution and are approved for Consortium membership by the Board of Directors, hereinafter called the Member Districts, have established and participated in the Panhandle Area Educational Consortium (PAEC), a Regional Consortium Service Organization, jointly performing, bidding, contracting for, and purchasing certain materials, supplies, equipment, and services to be used in respective school systems, and

**WHEREAS**, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all programs, services, projects, and activities initiated through recommendation of the Board of Directors to its designated District of Record, the Washington County School Board (WCSB), for approval.

**I. SPECIFIC DISTRICT NEEDS.** That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include:

- A. Educational/instructional needs of specific student populations.
- B. Professional development often mandated by law, for both instructional and non-instructional personnel.
- C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
- D. Student evaluation services.
- E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
- F. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.

**II. SERVICES TO DISTRICT.** That the District School Board does hereby determine that it is in the best interest of the taxpayers of their county to cooperate with other school districts in the operation of the PAEC, availing themselves of the services which meet specific district needs. Projects, programs, and contracted services may also be provided to non-member districts. Non-member districts shall pay for contracted services or goods received in the manner provided in Section IV of this Agreement or in the manner designated by the Board of Directors. Services will be provided through the PAEC. The services provided include, but are not necessarily limited to, the bidding, contracting, and purchasing arrangements pursuant to a plan of implementation for the following:

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE  
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

Page 2 of 5

- A. Professional Development Center with electronic learning content and management system (FloridaLearns Academy™)
- B. Federal and State Discretionary Programs
- C. Federal and State Mandated Programs
- D. Student Testing
- E. Printing
- F. Cooperative Bidding & Purchasing
- G. Risk Management Services
- H. Financial and Data Management Information Services (Gateway)
- I. Distance Learning Services
- J. Pupil Personnel Services
- K. Instructional Services
- L. Program Evaluation Services
- M. Resource Development
- N. Exceptional Student Education Services
- O. Research and Data Analysis Services
- P. Federal and State Grant Procurement and Coordination
- Q. Health Insurance
- R. Planning and Accountability
- S. Student Data Services
- T. Any other services recommended by the Board of Directors of the Consortium and approved by the District of Record, currently the Washington County School Board.

**III. METHOD(S) OF EVALUATION.** That the Superintendent or designee will, at least annually, evaluate the results of services provided through the PAEC as follows:

- A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government (ex. FDLRS, SEDNET, Migrant Education, Read with Me!, Title IV, etc.), your superintendent and staff will review:
  - 1. Quality of service provided, including professionalism of personnel involved
  - 2. Alignment with the district's instructional professional development plan
  - 3. Alignment of program activity to the needs of the district
- B. For contracted services, (ex. Risk Management, Student Data Services, Gateway Finance/Payroll, Professional Development Center, My Virtual Classroom, etc.), your superintendent and staff will review:
  - 1. Quality of service provided, including professionalism of personnel involved.
  - 2. Cost efficiency.
  - 3. Alignment of program activity to the needs of the district
  - 4. Benefits derived by the district. Fulfillment of obligations itemized in the contract
- C. For professional development provided, (ex. principal leadership academy, new teacher academy, online professional development via ePDC, add-on endorsement programs, leadership conference, etc.), your superintendent and staff will review:
  - 1. Quality of service provided, including professionalism of personnel involved
  - 2. Cost efficiency.
  - 3. Alignment with the professional development needs of the district



**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE  
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

Page 3 of 5

D. For cooperative programs/activities (ex. cooperative purchasing, etc.) involving pooling of districts' resources, your superintendent and staff will review:

1. Quality of service provided, including professionalism of personnel involved
2. Cost efficiency.
3. Alignment of program activity to the needs of the district

**IV. DISTRICT PARTICIPATING IN FUNDING.** That the District School Board will pay allocated costs for the services or goods received through participation in specific programs, projects, or activities of the Consortium. All assessments of compensation will be based on actual costs incurred, as itemized in contracts and/or invoices. The projected cost will be furnished to the superintendent prior to implementation of the service, with adjustments for actual costs being made only upon mutual consent of both parties.

**V. PENALTIES AND SEVERABILITY.**

- A. Should the District of Record, currently WCSB, in its capacity as fiscal agent for PAEC, be assessed a penalty or fine (including reimbursement of grant funds) by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC, then the Member Districts would share responsibility for satisfaction of the penalty or fine based on the following:
1. 50% of the fine or penalty shall be allocated equally among all the Member Districts.
  2. The remaining 50% of the fine or penalty shall be allocated among the Member Districts according to each district's percentage of the total FTE.
  3. The total of the amount to be allocated among the Member Districts under subparagraphs 1) and 2) shall first be reduced by any and all amounts recoverable by insurance or other bonds.
- B. Each Member District acknowledges and agrees that, as a condition of continued participation in the PAEC, each Member District is required to comply with and perform the above provision regarding satisfaction of any such fines or penalties. In the event that a Member District fails to satisfy its allocation as set forth above, the PAEC Board of Directors shall determine the repayment schedule for the Member District and any interest due PAEC. Member District agrees that if repayment has not been made by the date of expiration of this repayment period, said district:
1. Shall no longer be eligible for participation as a Member District in PAEC.
  2. Shall no longer be a member of PAEC.
  3. Shall not be entitled to continue to receive any of the benefits of membership in PAEC. Any Member District whose participation in PAEC is terminated under this resolution shall pay all allocated costs that have accrued to that district by virtue of participation in PAEC through the end of the month during which termination of participation occurs.
- C. In the event a Member District's participation is terminated pursuant to the foregoing paragraph B, and that former member has not satisfied its allocated share of any fine or penalty in accordance with paragraph A, then the allocated share of each of the remaining Member Districts shall then be re-determined in accordance with paragraph A based on the number of the remaining Member Districts and their respective percentage of the total FTE.
- D. The District of Record, currently WCSB, shall be responsible, only as allocated above as a Member District, for any such penalty or fine (including reimbursement of grant funds) assessed by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC. In the event that the other Member Districts fail to comply with the above

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE  
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

Page 4 of 5

- provisions relating to satisfaction of fines or penalties, WCSB shall have the right to terminate its fiscal agent agreement during the term of said agreement on the following terms:
1. WCSB must give written notice and a thirty-day opportunity to cure any such failure to comply to the Member District or districts involved and to PAEC;
  2. Termination shall not be permitted during the term of the agreement if the noncompliance is cured within the thirty-day period;
  3. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated.
- E. Should the District of Record, currently Washington County School Board (WCSB), based on its own mismanagement or negligence, be assessed a fine or penalty (including reimbursement of grant funds) or be prohibited by any governmental agency or court from receiving any grant, PAEC (through its Board of Directors) shall have the right to terminate the fiscal agent agreement with WCSB by giving written notice and may appoint a new fiscal agent. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated. There shall be no other monetary liability from PAEC or any other Member District to WCSB in the event of any such termination.
- F. Should PAEC be dissolved or moved to a different physical location by action of the PAEC Board of Directors, the District of Record, currently WCSB, shall dispose of the current PAEC facility in accordance with the terms of the Annual Fiscal Agent Agreement Between the Washington County District School Board and the Panhandle Area Educational Consortium ("Annual Agreement"), reflecting PAEC's equitable ownership in its current physical facility. The PAEC Board of Directors would determine the use of the funds from the sale of the property.
- G. It is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member's liability as set forth in Section 768.28, Florida Statutes.

**VI. GOVERNANCE OF PAEC. That the organization and governance of the PAEC shall be as follows:**

- A. The Board of Directors has designated the WCSB to serve as the District of Record for contractual and reporting purposes for the Consortium. Said Board will:
1. Serve as employer for all Consortium staff, establishing policies in collaboration with the Board of Directors by which all personnel so employed will be governed. The District of Record assumes no liability for continued employment of Consortium staff in the event of loss of funds, discontinuation of project services or a reduction in force by Consortium Board of Directors. Additionally, the provisions of Section V (Penalties and Severability) shall apply to the extent that the District of Record (currently WCSB) were to be found liable and required by an administrative agency or court of competent jurisdiction to make a payment for unpaid wages or other losses to an employee of PAEC as a result of an employment action taken by PAEC so that any such liability shall be shared by the members of PAEC. The provisions of Section V shall only apply, however, in the event the order is not reversed or vacated on appeal. Additionally, nothing herein shall be construed or intended by any member or PAEC to serve as a waiver of any immunity of any kind. This provision shall not apply in the event it was deemed to be any such waiver of any type of immunity from liability. Moreover, it is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member's liability as set forth in Section 768.28, Florida Statutes.
  2. Serve as title holder for building complex on 753 West Boulevard, Chipley for PAEC and its Member Districts according to "Annual Fiscal Agent Agreement Section B. Equitable

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE  
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

Page 5 of 5

- Ownership of Building Complex at 753 West Boulevard”.
3. Serve as District of Record for the Consortium, with mutually agreed upon compensation for services. These services will include, but not be limited to:
    - a. Monthly financial report to Member Districts.
    - b. Separate report on the financial status of the Consortium in the annual financial report of the district to the Commissioner.
  4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids and procedures for operation of the Consortium as part of the District of Record’s consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record’s decision.
- B. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
1. Determine all policies for operation of the Consortium.
  2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
  3. Determine Consortium salary schedule and compensation plan.
  4. Recommend establishment of positions and individuals for appointment to the District of Record.

The Board of Directors has full authority to control the Consortium within the parameters of Florida Statutes, State Board of Education administrative rules, and the Board-approved policies of the school board of the District of Record.

- C. An Executive Director, recommended by the Board of Directors and approved by the school board of the District of Record, will manage the operation of the Consortium. Said Executive Director will:
1. Be responsible for compliance of Consortium operation with all Consortium policies, applicable State Laws, and State Board of Education Regulations.
  2. Keep the Board of Directors and District of Record apprised of all Consortium activities.

**VII. TERMS OF AGREEMENT.** The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2020. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

**VIII. TERMINATION OF AGREEMENT.** Any participant may withdraw from this agreement by written notification to the PAEC Executive Director six months prior to renewal.

This Agreement among the Member Districts of the Consortium, as set forth in this resolution, will be in operation and effect from July 1, 2020, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2020.

For PAEC membership, each district pays a fixed base of \$3,000 plus \$2.00 / FTE based on the 3<sup>rd</sup> calculation of the previous fiscal year.

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for PAEC, the sum of **\$12,630.54**, payable upon completion of this resolution.



## PAEC Membership Services Resolution Summary 2020-21

**District:** Gadsden County

**Service:** PAEC Membership

**Description:**

Pursuant to F.S. 1001.451 Regional consortium service organizations were created to provide a full range of programs to larger numbers of students, minimize duplication of services, and encourage the development of new programs and services. School districts with 20,000 or fewer unweighted full-time equivalent students and developmental research schools established pursuant to F.S. 1002.32 are eligible to become a member of a regional consortium service organization.

PAEC provides services that include, but are not limited to, the bidding, contracting, and purchasing arrangements pursuant to a plan of implementation for the following:

- A. Professional Development Center with electronic learning content and management system (FloridaLearns Academy™)
- B. Federal and State Discretionary Programs
- C. Federal and State Mandated Programs
- D. Student Testing
- E. Printing
- F. Cooperative Bidding & Purchasing
- G. Risk Management Services
- H. Financial and Data Management Information Services (Gateway)
- I. Distance Learning Services
- J. Pupil Personnel Services
- K. Instructional Services
- L. Program Evaluation Services
- M. Resource Development
- N. Exceptional Student Education Services
- O. Research and Data Analysis Services
- P. Federal and State Grant Procurement and Coordination
- Q. Health Insurance
- R. Planning and Accountability
- S. Student Data Services
- T. Any other services recommended by the Board of Directors of the Consortium and approved by the District of Record, currently the Washington County School Board.

**Coordinator:** John Selover, Executive Director

**Program Board:** PAEC Board of Directors

**Budget Approval Date:** May 14, 2020

**Board Member:** Superintendent Roger Milton

**2020-21 Assessment:** \$12,630.54

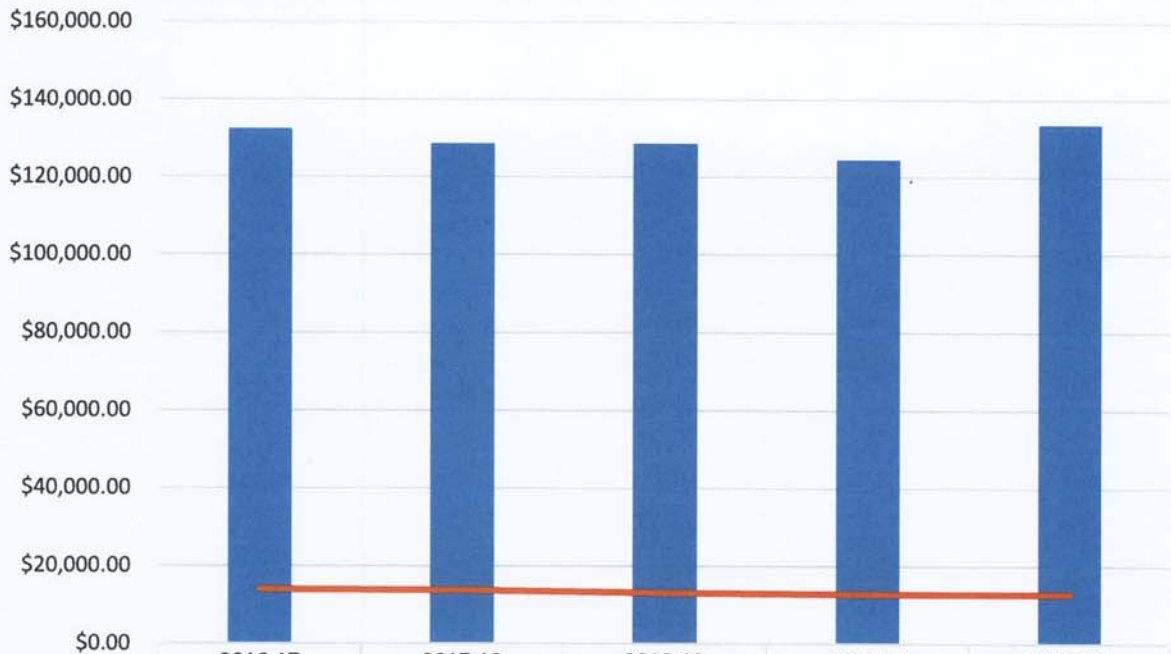
For PAEC membership, each district pays a fixed base of \$3,000 plus \$2.00 / FTE based on the 3<sup>rd</sup> calculation of the previous fiscal year.

**2020-2021 Budget:**

<b>PAEC Membership Services 2020-21</b>			
<b>FUNCTION</b>	<b>OBJECT</b>	<b>ACCOUNT TITLE AND NARRATIVE</b>	<b>AMOUNT</b>
7700	1040	Annual Leave Terminal Benefits	10,500.00
7700	1050	Sick Leave Terminal Benefits	88,818.72
7700	1100	Salaries	116,100.60
7700	1600	Salaries - Other Support Personnel	98,870.00
7700	2100	Retirement (10%)	21,497.00
7700	2200	Social Security (7.65%)	16,445.00
7700	2300	Health Insurance (\$468/mo)	22,043.89
7700	2400	Workers Comp (1.5%)	3,225.00
7700	2500	Unemployment	100.00
7700	3100	Professional and Technical Services	35,000.00
7700	3300	Travel	6,500.00
7700	3600	Rental	750.00
7700	3690	Technology - Rentals for computer/equipment rentals, license fees	5,000.00
7700	3900	Other Purchased Services (Fiscal Agent Fee)	2,000.00
7700	4300	Electricity	900.00
7700	5100	Consumable Supplies	730.00
7700	5190	Technology-Related Supplies	1,000.00
7700	5900	Non-consumable Supplies	150.00
7700	6410	Equipment	250.00
7700	6420	Furniture, equipment	1,000.00
7700	6430	Capitalized computer hardware & tech-related infrastructure	2,500.00
7700	6440	Noncapitalized computer hardware	1,500.00
7700	6480	Technology - Capitalized furniture, fixtures and equipment	300.00
7700	6490	Technology - Noncapitalized furniture, fixtures and equipment	250.00
7700	6800	Facility Repairs and Maintenance	3,000.00
7700	7300	Dues and Fees	8,000.00
7700	7500	Other Personal Services	50.00
7700	7500	Potential Rollover 21-22	72,401.42
<b>TOTAL</b>			<b>518,881.63</b>
<b>2020-21 district assessment total: \$133,637.00</b>			

**Budget and District Assessment History:**

Membership Services Assessment History - Gadsden County



	2016-17	2017-18	2018-19	2019-20	2020-21
Total Budget	\$132,319.68	\$128,557.80	\$128,557.14	\$124,346.54	\$133,637.00
District Assessment	\$13,903.86	\$13,586.36	\$12,981.46	\$12,714.58	\$12,630.54

**THE PAEC PROFESSIONAL DEVELOPMENT CENTER (PDC)  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**



A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Professional Development Center** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

**WHEREAS, The District School Board of Gadsden County Florida** has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

**WHEREAS, The District School Board** agrees to participate along with other participating and member districts in the PAEC Professional Development Center (PAEC PDC) and

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

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

**I. SERVICES TO DISTRICT**

The general services to be provided by PAEC/PDC are to:

- A. Coordinate and facilitate the PAEC Professional Development Center Council meetings with district instructional and curriculum administrators with opportunities for networking, sharing effective practices and Florida Department of Education updates. PAEC Professional Development Center will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Provide technical assistance with implementation of legislative mandates and FLDOE initiatives.
- C. Coordinate completion of the 5-year Master In-service Plan for Professional Development maximizing resources available to small and rural districts, with subsequent submission to the Florida Department of Education.
- D. Develop and renew add-on endorsement packages.
- E. Develop and update, as needed/required, a Leadership Development Plan.
- F. Integrate a standard electronic Professional Learning Plan (PLP) with ePDC.
- G. Coordinate completion of the Annual Professional Development Needs Assessments.
- H. Update of the Professional Development System (ePDC) to meet revised Florida Statute guidelines and FDOE standards.
- I. Provide annual update training for district administrators on the PAEC *electronic* Professional Development Connections (ePDC).
- J. Provide discounted prices for PAEC online courses, except for Coaching Endorsement. PDC member price will be no more than \$3/credit hour compared to \$5.95/credit hour for non-members.
- K. Provide a toll-free Technical Support Hotline.
- L. Provide pre-audit technical assistance in preparation for Florida's Professional Development System Evaluation Protocol site visits.
- M. Coordinate multi-district in-service activities in collaboration with district staff.
- N. Collaborate with a variety of organizations/agencies to bring no-cost professional learning opportunities to PAEC member districts. PAEC consultants publicize, facilitate, register, track attendance, and provide and review implementation and evaluation follow up assignments.
- O. Assist district or school staff with appropriate selection of presenters for delivery of needs-based professional development.
- P. Provide additional services at no cost.
  - Services may include:
    - a. Seek legislative funding for local initiatives.
    - b. Grant writing assistance as requested.
    - c. Collaborate with colleges and universities to share information across the consortium regarding upcoming trainings.
    - d. Provide WIDA trainings and updates as needed or required.

- e. Coordinate and provide an annual Leadership Conference event for district and school administrators.
- f. Coordinate the PAEC Literacy Council meetings with district Reading staff and administrators.
- g. Coordinate the PAEC Principal Convening sessions.
- h. Coordinate the PAEC Guidance Counselors Convening sessions.
- i. Coordinate and facilitate Textbook Adoption Fairs, as needed or required by the State.

**II. GOVERNANCE.**

The PAEC Board of Directors has established the PAEC Professional Development Center entity to work with districts on their PDC needs. As part of its work, the PAEC Professional Development Center shall have an Advisory Committee. The officers of the Council will be a chairperson and co-chairperson. Officers will also be voting members. The term of office will be two (2) years provided the officeholder has been reappointed to the PDC Council by his/her district school board. Nominees for chairperson shall have served a minimum of 12 months prior to nomination. The Committee shall assist the PAEC Executive Director in the overall management of PAEC PDC.

**III. DISTRICT RESPONSIBILITIES**

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary PDC contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for facilitating internal communication regarding available trainings to district personnel.

**IV. PAEC ASSETS.** Training and Website materials provided by the PAEC Professional Development Center are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

**V. DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden, will pay for services received through participating in the PAEC PDC program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2019-20 year's enrollment 4,815.27 a rate of \$3.50. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by August 15 of each year in which the district is participating.

**VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC PDC shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC PDC shall do so effective July 1 unless specified to the contrary.

**VII. TERMINATION/SUSPENSION OF AGREEMENT**

**A. TERMINATION BY DISTRICT**

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

**B. SUSPENSION OF SERVICES BY PAEC**

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

- Make full payment by September 1<sup>st</sup> of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1<sup>st</sup> of each year

**C. WITHDRAWAL BY FISCAL AGENT**



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

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

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

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Professional Development Center, the sum of \$16,853.45 payable upon execution of this resolution/contract.



**PAEC Professional Development Center Services  
Resolution Summary  
2020-2021**

District: Gadsden

Service: Professional Development

Description: PAEC Professional Development Center provides each participating district with a variety of support services. These services are broken into three categories: Training, Help Desk Support and Technical services. We have included a summary below of each category of service:

Training: Face-to-face and online professional development.

Help Desk/Support: Telephone support line open from 7:30am to 4:30pm Central.

Technical Services: Toll-free technical support hotline, technical assistance with legislative mandates and FLDOE initiatives, professional development protocol, Professional Learning Catalog and endorsement program renewals with submission to the State, professional learning plans, and multi-district in-services.

Coordinator: Dr. Maria I. Pouncey (850)-638-6131

Program Advisory Committee: Professional Development Center Advisory Council

Committee Budget Approval Date: April 2, 2020

District Advisory Committee Member: Ella-Mae P. Daniel

District Advisory Committee Alternate: None



**PAEC Professional Development Center Services  
Resolution Summary  
2020-2021**

2020-2021 Budget:

<b>PAEC Professional Development Center 90930 2020-2021</b>			
<b>FUNCTION</b>	<b>OBJECT</b>	<b>ACCOUNT TITLE AND NARRATIVE</b>	<b>Amount Allocated</b>
	104	Terminal Annual Leave	\$3,749.38
	105	Terminal Sick Leave	\$449.93
	110	Salary-Administrator	\$2,234.16
	160	Salary-2.8FTEs 5 staff members	\$127,939.00
	210	Retirement	\$10,458.01
	220	Social Security	\$9,710.26
	230	Insurance	\$16,317.84
	240	Workmen's compensation	\$260.35
	310	Other Personnel	\$13073.54
	330	Travel Staff	\$6,135.66
	390	Other purchased services	\$0.00
	510	Consumable Supplies	\$0.00
<b>Total</b>			<b>\$190,328.13</b>

2020-2021 District Assessment:

There is no increase to total assessments for district during 2020-2021 school year.

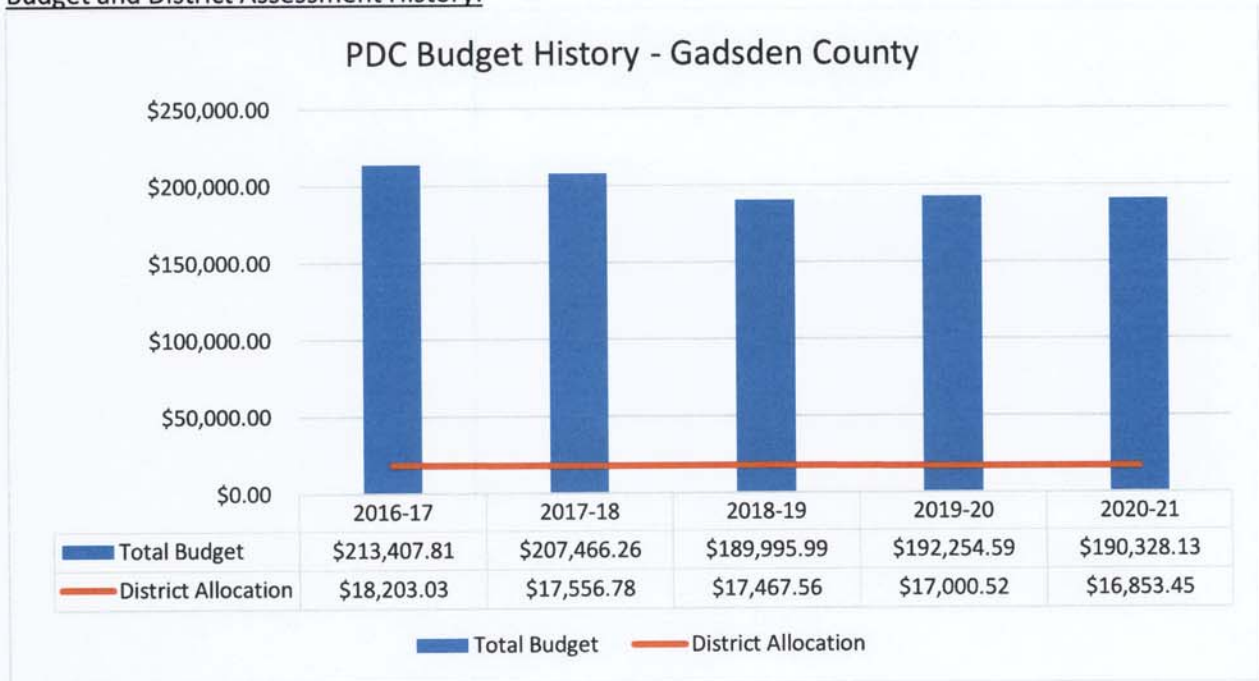
Each district pays a set fee per FTE (\$3.50). Below is your district's assessment for 2020-21:

**K12 FTE:** 4815.27  
**Assessment:** \$3.50 per FTE  
**Total Assessment:** \$16,853.45



**PAEC Professional Development Center Services  
Resolution Summary  
2020-2021**

Budget and District Assessment History:





## GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **Gateway Educational Computing Consultants** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

**WHEREAS, The District School Board of Gadsden County Florida** has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

**WHEREAS, The District School Board** agrees to participate along with other participating and member districts in the Gateway Educational Computing Consultants (Gateway) and

**WHEREAS,** the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

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

- I. **SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
  - A. PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
  - B. Contracting for software updates, maintenance, and technical assistance.
  - C. Application of software updates implemented at hosting service.
  - D. Training of district personnel with regard to:
    1. Initial and continuing implementation of system
    2. Operational changes required by software updates
    3. Operational changes per requirements of the Florida Department of Education.
  - E. On-site and telephone consultation to provide technical assistance and problem correction.
  - F. Technical assistance in the maintenance of files to provide long-term records
  - G. Technical assistance in the operation of data processing equipment necessary to operate the system.
  - H. Maintenance of disk packs required for software libraries and online user files.
  - I. Technical assistance in providing required automated files to DOE.
  - J. Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
  - K. Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
  - L. Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

### II. **GOVERNANCE**

The PAEC Board of Directors has established the PAEC Gateway Educational Computing Consultants entity to work with districts on their financial data processing needs. As part of its work, the PAEC Gateway Educational Computing Consultants shall have an Advisory Committee. The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan (for staff paid from project budget) and PAEC Overhead Funding Plan.

**III. DISTRICT RESPONSIBILITIES**

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary Finance contact (POC) between PAEC Gateway and the district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- E. Responsible for importing data into system.
- F. Responsible for facilitating internal training to district personnel.

**IV. PAEC ASSETS.** Training and Website materials provided by PAEC Gateway are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Gateway and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Gateway.

**V. DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden County, will pay for services received through participating in the PAEC Gateway Educational Computing Consultants. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$21,100.00 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2019-20 year's enrollment @ a rate \$.991712. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

**VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Gateway Educational Computing Consultants shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Gateway shall do so effective July 1 unless specified to the contrary.

**VII. TERMINATION/SUSPENSION OF AGREEMENT**

**A. TERMINATION BY DISTRICT**

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

**B. SUSPENSION OF SERVICES BY PAEC**

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

- Make full payment by September 15 of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 15 of each year

**C. WITHDRAWAL BY FISCAL AGENT**

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

Deleted this section. This is duplicate of Governance section.

**VIII. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Gateway Educational Computing Consultants, the sum of \$60,610.15, payable upon execution of this resolution/contract.



# PAEC Gateway Finance/Payroll Resolution Summary 2020-21

**District:** Gadsden

**Service:** Finance/Payroll

**Description:** The general services to be provided by Gateway are.

- A. PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S, Florida’s public
- B. records act.
- C. Contracting for software updates, maintenance, and technical assistance.
- D. Application of software updates implemented at hosting service.
- E. Training of district personnel with regard to:
  - 1. Initial and continuing implementation of system
  - 2. Operational changes required by software updates
  - 3. Operational changes per requirements of the Florida Department of Education.
- F. E. On-site and telephone consultation to provide technical assistance and problem correction.
- G. F. Technical assistance in the maintenance of files to provide long-term records
- H. G. Technical assistance in the operation of data processing equipment necessary to operate the system.
- I. H. Maintenance of disk packs required for software libraries and online user files.
- J. Technical assistance in providing required automated files to DOE.
- K. Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
- L. Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
- M. Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

**Coordinator:** James Goines (850)-638-6320

**Program Advisory Committee:** Gateway Finance Advisory Committee

**Committee Budget Approval Date:** 4/23/2020

**District Advisory Committee Member:** Bonnie Wood

**2020-2021 District Assessment:**

Each district pays a fixed base assessment based on the total salary and benefits of the project with the remainder of the budget divided by most recent unweighted FTE 3rd calculation as per the 2019-20 year’s enrollment.

<b>Total FTE:</b>	4,815
<b>Variable Assessment:</b>	0.991712 per FTE
<b>Fixed Based:</b>	\$ 21,100.00
<b>Direct District Charges:</b>	\$ 35,788.61
<b>Variable Assessment:</b>	\$ 4,775.36
<b>Credit:</b>	(\$1,053. 82)
<b>Total Assessment:</b>	<b>\$ 60,610.15</b>





**PAEC Gateway Finance/Payroll Resolution Summary  
2020-21**

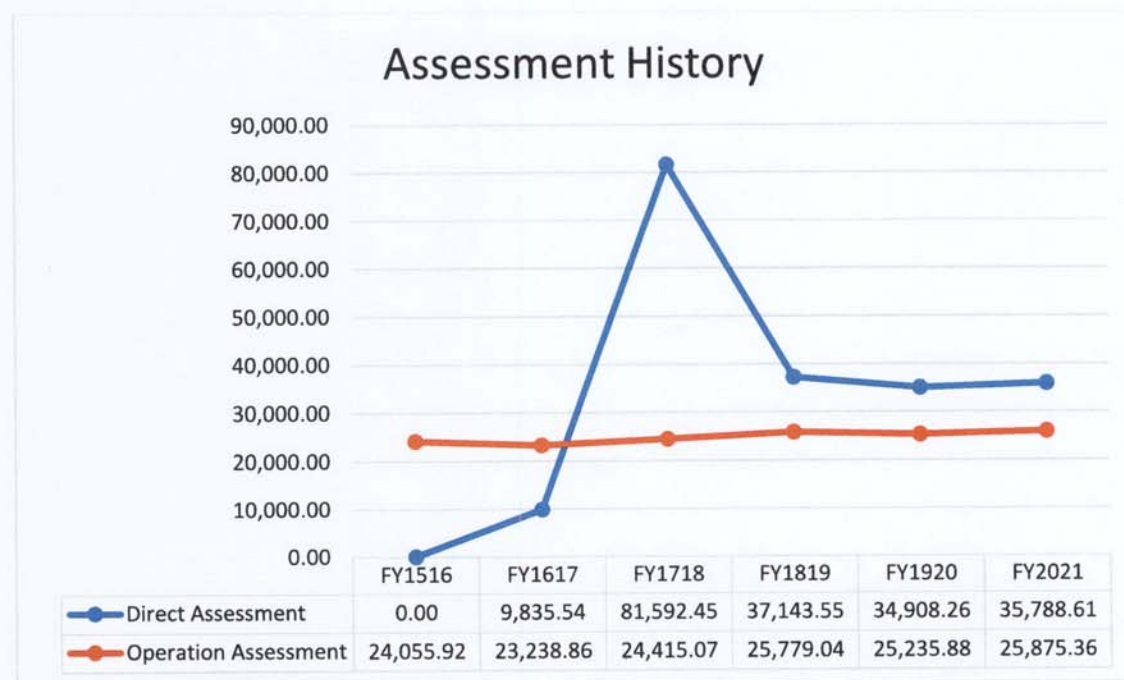
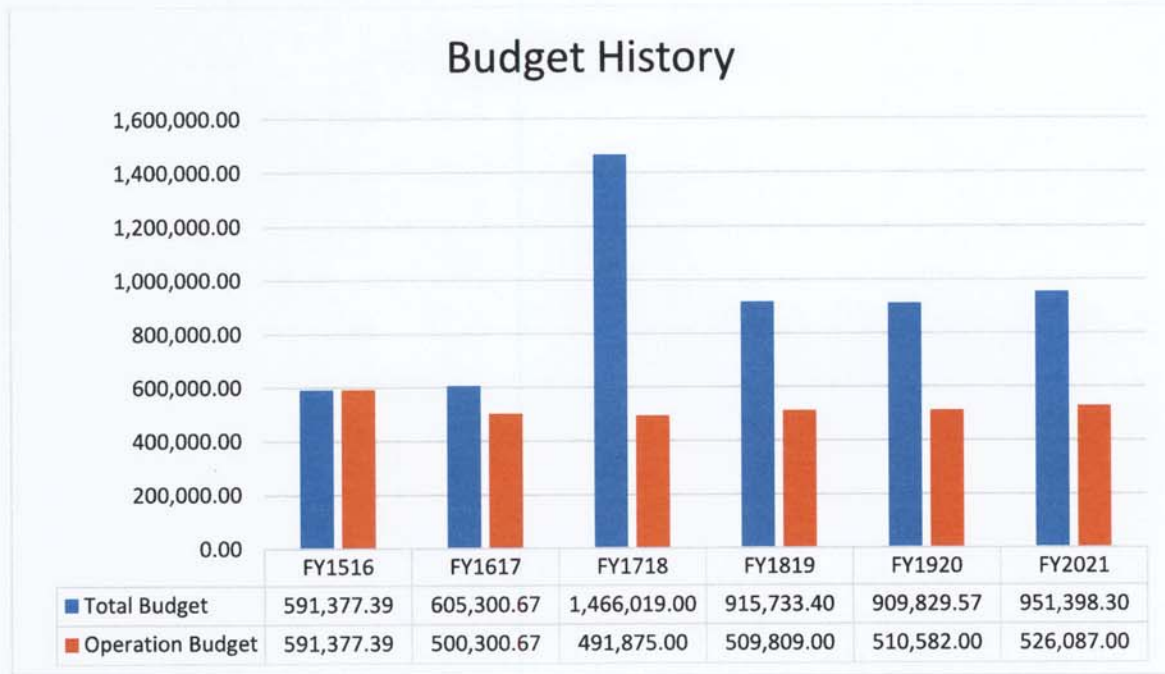
**2020-2021 Budget:**

<b>PAEC Gateway Finance/Payroll 2020-2021</b>			
<b>FUNCTION</b>	<b>OBJECT</b>	<b>ACCOUNT TITLE</b>	<b>Amount Allocated</b>
7700	1030	SALE OF SICK LEAVE @ 80%	\$ -
7700	1040	TERMINAL PAY (ANNUAL LEAVE)	\$ 26,833.00
7700	1050	TERMINAL PAY (SICK LEAVE)	\$106,801.00
7700	1100	SALARIES-ADMINISTRATORS	\$ 12,060.00
7700	1600	SALARIES-OTHER SUPPORT PERSONNEL	\$223,602.00
7700	2100	RETIREMENT	\$ 26,249.00
7700	2200	SOCIAL SECURITY	\$ 19,836.00
7700	2300	GROUP INSURANCE	\$ 18,144.00
7700	2400	WORKERS COMP.	\$ 2,357.00
7700	3100	PROF & TECHNICAL SERVICE	\$ -
7700	3190	TECH-RELATED PROFESSIONAL SERV	\$ -
7700	3300	TRAVEL	\$ 15,600.00
7700	3500	REPAIRS AND MAINTENANCE	\$ -
7700	3600	RENTALS	\$ -
7700	3690	TECHNOLOGY-RELATED RENTALS	\$425,311.30
7700	3700	COMMUNICATIONS	\$ 200.00
7700	3790	TELEPHONE & OTHER DATA COMMUNI	\$ 400.00
7700	3900	OTHER PURCHASED SERVICES	\$ 19,000.00
7700	3990	OTHER TECHNOLOGY-RELATED PURCH	\$ 2,100.00
7700	5100	CONSUMABLE SUPPLIES	\$ 315.00
7700	5190	TECHNOLOGY-RELATED SUPPLIES	\$ 390.00
7700	5300	PERIODICALS	\$ -
7700	5900	OTHER MATERIAL & SUPPLIES	\$ 300.00
7700	6410	EQUIPMENT OVER \$499	\$ 700.00
7700	6420	FURN & EQUIP \$50 THRU \$499	\$ 200.00
7700	6430	COMPUTER OVER \$499	\$ 3,000.00
7700	6440	COMPUTER EQUIPMENT UNDER \$499	\$ 1,000.00
7700	6910	COMPUTER SOFTWARE OVER \$499	\$ 4,000.00
7700	6920	COMPUTER SOFTWARE UNDER \$499	\$ 2,000.00
7700	7300	DUES & FEES (TUGS)	\$ 1,000.00
7700	7500	OTHER PERSONAL SERVICES	\$ 40,000.00
<b>Total</b>			<b>\$951,398.30</b>



## PAEC Gateway Finance/Payroll Resolution Summary 2020-21

### Budget and District Assessment History:





**PAEC HUMAN RESOURCES SUPPORT SERVICES  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Human Resources Support Services** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

**WHEREAS, The District School Board of Gadsden County Florida** has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

**WHEREAS, The District School Board** agrees to participate along with other participating and member districts in the PAEC Human Resources Support Services and

**WHEREAS, PAEC** is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by PAEC and approved by the Board of Directors of PAEC.

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

**I. SERVICES TO DISTRICT**

The specific needs, which will be met by consortium activity as they relate to the Human Resources Support Services to Districts, are:

- A. PAEC Human Resources Support Services will comply with all requirements relating to s.119.07, F.S, Florida’s public records act.
- B. Assist in streamlining Human Capital Management System and utilizing system data metrics.
- C. Facilitate networking and sharing of best practices in school district Human Resources.
- D. Assist district in planning and coordinating targeted professional development.
- E. Collaborate and inform on all matters related to innovative recruitment and retention initiatives/strategies.
- F. Provide training and support for implementation of Skyward Fast Track.
- G. Assist in development of recruitment programs, budgets, brochures, and other related material.
- H. Target specific universities and teaching colleges within Florida and out-of-state, if applicable, for recruitment visits (includes registration fees for respective career fairs).
- I. Coordinate with district staff to plan a recruitment event for the Northwest Florida region.
- J. Work with district and PAEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- K. Work with districts on grow-your-own teacher initiatives (including Future Educator Clubs).
- L. Serve as a liaison with the Florida Department of Education Educator Recruitment Development and Retention Office and work to secure support for PAEC recruitment initiatives.

**II. GOVERNANCE**

PAEC Human Resources Support Services shall be under the PAEC Business Services Department. PAEC Human Resources Services Project is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Human Resources Services Project staff will be under the supervision of the PAEC

Executive Director and function as part of the consortium staff. The Human Resources Services Project shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

### III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative who will serve as the primary HR contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for providing feedback on meeting sites, agenda items, etc.

### IV. PAEC ASSETS

Training and Website materials provided by the PAEC Human Resources Support Project are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

- V. **DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden County, will pay for services received through participating in the PAEC Human Resources Project. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. The District hereby agrees to pay, a base sum of \$3,533.00 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2019-20 year's enrollment @ a rate of \$0.66 per FTE. This contribution shall be the total obligation of each participant during the agreement year unless additional assessments are approved by the District. Payment must be made by the District and received by PAEC by September 15.

- VI. **TERMS OF AGREEMENT.** The term of this agreement with PAEC Human Resources Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Human Resources Services shall do so effective July 1 unless specified to the contrary.

### VII. TERMINATION OF AGREEMENT

#### A. TERMINATION BY DISTRICT

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

#### B. SUSPENSION OF SERVICES BY PAEC

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

- Make full payment by September 15 of each year

- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 15 of each year

**C. WITHDRAWAL BY FISCAL AGENT**

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

**VIII. EQUIPMENT PURCHASES AND TRANSFERS**

The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/Human Resources Services Project is transferred to another District of Record, all equipment purchased with PAEC/Human Resources Services Project funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Human Resources Services, the sum of \$6,710.90, payable upon execution of this resolution/contract.



## PAEC Human Resources Services Resolution Summary 2020-21

**District:** Gadsden

**Service:** Human Resources Services

**Description:**

The specific needs, which will be met by consortium activity as they relate to the Human Resources Support Services to Districts, are:

- A. PAEC Human Resources Support Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Assist in streamlining Human Capital Management System and utilizing system data metrics.
- C. Facilitate networking and sharing of best practices in school district Human Resources.
- D. Assist district in planning and coordinating targeted professional development.
- E. Collaborate and inform on all matters related to innovative recruitment and retention initiatives/strategies.
- F. Provide training and support for implementation of Skyward Fast Track.
- G. Assist in development of recruitment programs, budgets, brochures, and other related material.
- H. Target specific universities and teaching colleges within Florida and out-of-state, if applicable, for recruitment visits (includes registration fees for respective career fairs).
- I. Coordinate with district staff to plan a recruitment event for the Northwest Florida region.
- J. Work with district and PAEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- K. Work with districts on grow-your-own teacher initiatives (including Future Educator Clubs).
- L. Serve as a liaison with the Florida Department of Education Educator Recruitment Development and Retention Office and work to secure support for PAEC recruitment initiatives.

**Coordinator:**

Charles Walker  
Human Resources

**District Contact Member:**

Roger Milton

**2020-2021 Budget:**

<b>PAEC Human Resources Services 2020-21</b>			
<b>FUNCTION</b>	<b>OBJECT</b>	<b>ACCOUNT TITLE AND NARRATIVE</b>	<b>AMOUNT</b>
7700	160	Salary (.50 FTE)	\$27,582.00
7700	210	Retirement @ 8.26%	\$ 2,278.27
7700	220	Social Security @ 7.65%	\$ 2,110.02
7700	230	Insurance \$455/mo x12	\$ 2,730.00
7700	240	Workman's Compensation 1%	\$ 413.73
7700	330	Travel Staff: meeting with districts, fair; collaborative efforts to meet with partners, and professional development for PAEC staff	\$ 6,000.00
7700	360	Rentals	\$ 3,707.00
7700	390	Other purchased services: Fiscal Agent Fee and Operations Fee	\$ 2,000.00
<b>TOTAL</b>			<b>\$46,821.03</b>

**2020-21 Assessment:**

Each district pays a base sum of \$3,533.00 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2019-20 year's enrollment @ a rate of \$.66 per FTE.

**FTE:** 4,815  
**Assessment:** \$.66 per FTE  
**Base:** \$3,533.00  
**Total Assessment:** \$6,710.90

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

Date of School Board Meeting: June 23, 2020

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**  
(Type and Double Space)

This contract will provide Occupational Therapy Services to Exceptional Students in Gadsden Schools. The therapists will provide needed services in a position not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$60.00 (per hour for actual hours worked) Occupational Therapy  
\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

PREPARED BY: Sharon B. Thomas *SBT*  
POSITION: Director, Exceptional Student Education

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.

This form is to be  duplicated on light blue paper.

summary for  
revised 0591

Proof read by: *Regina Herring*



**MORE ABILITY THERAPY SERVICES, LLC**

**Agreement to Provide Occupational Therapy Services for**

**Gadsden County School Board**

This contract is effective July 1, 2020, by and between, More Ability Therapy Services, LLC hereinafter referred to as "the CONTRACTOR" and Gadsden County School Board hereinafter referred to as "the AGENCY".

Whereas the CONTRACTOR is dutifully qualified to practice Occupational Therapy Services in the state of Florida,

Whereas the AGENCY desires Occupational Therapy Services for eligible students with special needs,

Whereas the CONTRACTOR and the AGENCY desire to enter into a service agreement whereby the CONTRACTOR shall provide Occupational Therapy Services upon the following terms and conditions:

1. The CONTRACTOR shall provide Services to eligible students enrolled with The Gadsden County School Board. The Administrator of the CONTRACTOR and the Director or their designee for the AGENCY shall determine the schedule of days, hours, and locations for services performed under this Agreement.
2. The CONTRACTOR shall be licensed by the State of Florida to perform Occupational Therapy services.
3. The CONTRACTOR will be fingerprinted and have their background checked upon request by the AGENCY consistent with the requirements of Florida Statutes, as a prerequisite for the CONTRACTOR to be on school property and/or have access to students.
4. During the term of this Agreement, the CONTRACTOR shall maintain professional liability Insurance.
5. The CONTRACTOR shall provide the Agency with copies of the professional licenses and liability insurance of Occupational Therapists and assistants who provide Services under this Agreement.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following rate: **\$60.00 per hour** for Occupational Therapist and **\$45.00 per hour** for Occupational Therapist Assistant. This rate shall be applied to all treatment sessions, documentation, and/or meetings associated with each student.
7. The CONTRACTOR shall maintain a student schedule including the hours of service for each student served. A statement of services rendered by the CONTRACTOR shall be submitted to the AGENCY. Upon verification of the Services, the AGENCY will make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR'S statement.

**Payments shall be made payable to:**

**More Ability Therapy Services, LLC  
1845 Acorn Ridge Trail  
Tallahassee, FL 32312  
F.E.I.N. 46-4476931**

8. This agreement shall be constructed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties.
9. The CONTRACTOR shall hold harmless, indemnify, and defend the AGENCY, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed or recovered against or from the AGENCY, its agents, or employees, in their official or individual capacity by any reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this agreement. Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the AGENCY or to affect, limit, or reduce the protection from suit afforded to the Agency under Florida Law. This provision shall survive termination of that Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.
10. The CONTRACTOR and the leadership of the AGENCY or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this agreement before any litigation is instituted.
11. The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
12. The term of this Agreement shall commence on July 1, 2020 and expire June 30, 2021.
13. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

In witness Whereof, the parties hereto have set their hands and seals this day and year written above.

**Gadsden County School Board**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name, Title: \_\_\_\_\_

**More Ability Therapy Services, LLC.**

BY: Deandrea Lee OTR/L Date: 6/15/2020

Print Name, Title: Deandrea Lee, OTR/L, Owner

TRAVELERS CORP. TEL: 1-800-328-2189  
OFFICE  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 01/17/20  
POLICY NUMBER: I-660-4E146424-COF-20

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:  
MORE ABILITY THERAPY  
SERVICES, LLC  
1845 ACORN RIDGE TRAIL  
TALLAHASSEE, FL 32312

2. POLICY PERIOD: From 03/12/20 to 03/12/21 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS  
Premises Bldg.  
Loc. No. No. Occupancy Address  
SEE IL T0 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG T0 01 11 03 COF

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T0 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

DIRECT BILL  
7. PREMIUM SUMMARY:  
Provisional Premium \$ 250  
Due at Inception \$  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
BUTLER-VAUSE INC (61606)  
655 E TENNESSEE ST  
TALLAHASSEE, FL 32308

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL T0 02 11 89(REV. 09-07)  
OFFICE: TAMPA FL

PAGE 1 OF 1



**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.: I-660-4E146424-COF-20  
ISSUE DATE: 01-17-20**

**INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY**

**DECLARATIONS PERIOD:** From **03-12-20** to **03-12-21** 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>COMMERCIAL GENERAL LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit (any one premises)	\$ 300,000
Medical Expense Limit (any one person)	\$ 5,000

**2. AUDIT PERIOD: NONE**

**3. FORM OF BUSINESS: LLC**

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

**CG TO 01 11 03**

Page 1 of 1

**PRODUCER: BUTLER-VAUSE INC**

**G1606**

**OFFICE: TAMPA FL**

**247**

**DECLARATIONS PREMIUM SCHEDULE**

**POLICY NUMBER: I-660-4E146424-COF-20**

This Schedule applies to the Declarations for the period of **03-12-20** to **03-12-21**

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

OPN NO.	LOC/ BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
<b>MINIMUM PREMIUMS</b>						
		<b>PREM/OPS</b>		<b>\$224</b>		
		<b>LOB</b>		<b>\$250</b>		
	<b>1/ 1</b>	<b>MEDICAL OFFICES PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.</b>				
<b>004</b>		<b>66561</b>	<b>PREM/OPS</b>	<b>A</b>	<b>400 186.357</b>	<b>75</b>
<b>HIRED AND NONOWNED AUTO EXCESS LIABILITY</b>						
<b>001</b>		<b>39097</b>	<b>PREM/OPS</b>			<b>80</b>
<b>900</b>		<b>ADD FOR MINIMUM</b>				
			<b>PREM/OPS</b>			<b>69</b>
			<b>CGL COV PART</b>			<b>26</b>
		<b>COVERAGE PART TOTAL</b>				<b>250</b>

\*This class is subject to the prem/ops transition program.

If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG TO 12.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

Date of School Board Meeting: June 23, 2020

TITLE OF AGENDA ITEM: VISION SERVICES FOR EXCEPTIONAL STUDENTS

DIVISION: EXCEPTIONAL STUDENT EDUCATION

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:  
(Type and Double Space)

**This contract is to provide vision services, and orientation and mobility training for the visually impaired students in Gadsden County Schools.**

FUND SOURCE: **FEFP Dollars**

AMOUNT: **\$25,000.00(est.)**

PREPARED BY: **Sharon B. Thomas** *SBT*  
POSITION: **Director, Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 8

CHAIRMAN'S SIGNATURE: page(s) numbered 8

Be sure that the COMPTROLLER has signed the budget page.

This form is to be  duplicated on light blue paper.

summary.for  
revised 0591

Proof read by: *Regina Kerrin*

This AGREEMENT is made as of **July 1, 2020** by and between the School Board of Gadsden County, Florida ("GCSB"), and **Palazesim, LLC**, ("Individual"), (hereinafter "Contractor.").

**WITNESSED:**

WHEREAS, GCSB operates schools and educational institutions and is in need of qualified, experienced

**Certified Teacher of the Visually Impaired and Orientation and Mobility Specialist**, to provide **direct instruction and consultation** services for GCSB, for **qualified students identified as visually impaired under the Individuals with Disabilities Education Act (IDEA)**; and

WHEREAS, Contractor employs qualified and/or duly licensed **Certified Teacher of the Visually Impaired and Orientation and Mobility Specialist** with experience in providing **Instruction in the area of visual impairments and orientation and mobility for qualified students**; and

WHEREAS, GCSB desires to engage Contractor to provide such services for GCSB and Contractor is willing to provide such services for GCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

**1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

A. SERVICES: GCSB hereby engages Contractor to provide **Instruction in the area of visual impairments and orientation and mobility for qualified students** for GCSB as requested by GCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement and Exhibits A and B, which exhibits are hereby incorporated in and made a part of this Agreement. Contractor shall provide said services individually or through employees and/or independent contractors of Contractor ("Contractor Staff") who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. DOCUMENTATION: Contractor shall submit to GCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by GCSB.

**2. REPRESENTATIONS AND WARRANTIES.**

Contractor represents and warrants to GCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. To the best of Contractor's knowledge, none of the Contractor's staff associated with this Agreement has ever had his or her professional license or certification denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way, either in the State of Florida or in any other jurisdiction.

C. Contractor and Contractor Staff shall perform the services required hereunder in accordance with:

1. all applicable federal, state, and local laws, rules, and regulations;
2. all applicable policies of: GCSB;
3. all applicable Bylaws, Rules, and Regulations of GCSB;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each member of the Contractor Staff working under this Agreement has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with Contractor Staff's provision of services under this Agreement; and

F. All Contractor Staff working under this Agreement shall comply with all applicable terms of this Agreement.

### **3. INDEPENDENT CONTRACTOR**

A. In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of GCSB. Neither Contractor nor any Contractor staff shall be under the control of GCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor Staff retain the right to contract with and provide **Instruction in the area of visual impairments and orientation and mobility for qualified students** and services to entities and individuals other than GCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so.

B. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

C. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor Staff. Contractor hereby expressly agrees to provide GCSB with proof of payment of such taxes in the event such is requested by GCSB by federal or State tax authorities. Any such proof will be provided directly to GCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records.



D. Neither Contractor nor any Contractor Staff shall be subject to any GCSB policies solely applicable to GCSB's employees, except policy directly related to vendors and contractors.

#### **4. TERM**

The Initial Term of this Agreement shall be for a period of **12 months, commencing July 1, 2020** and ending **June 30, 2021** unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

#### **5. COMPENSATION**

For the services rendered pursuant to this Agreement, Contractor shall be paid by GCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. The Contractor and Contractor staff shall be responsible for payment of Contractor and Contractor staff expenses relating to the performance of duties hereunder, including expenses for travel and similar items. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(B) of this Agreement.

#### **6. BILLING**

Contractor shall bill GCSB for services provided hereunder on the finance billing schedule following the services are rendered. Each invoice shall be in the form, and contain the information, requested by GCSB, and GCSB shall pay each invoice within **thirty (30) days** after receipt thereof by GCSB. GCSB shall not be required to pay for any services that the Contractor does not provide a proper invoice.

#### **7. CONFIDENTIALITY**

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and Contractor Staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor Staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by GCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor Staff shall comply with all Federal and State laws and regulations, and all GCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing,

Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

A. Report to GCSB any impermissible use or disclosure of PHI.

B. Ensure that any agents, including subcontractors to whom it provides PHI created or received from GCSB agrees to the same restrictions or conditions that apply to Contractor.

C. Make PHI available in accordance with HIPAA Privacy Rules.

D. Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.

E. Make available the information required to make an accounting of disclosures under the applicable HIPA law and regulations.

F. Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.

G. Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

**RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES:** If contractor has a Level II clearance registered with another Florida school district, they may be able to obtain a Gadsden County School Board vendor I.D. badge.

#### **9. AUDITS, RECORDS, AND RECORDS RETENTION:**

The GCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the GCSB representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the GCSB and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the GCSB under this Agreement.

B. To retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. That completion or termination of the Agreement and at the request of GCSB, the Contractor will cooperate with GCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the GCSB.

E. That persons duly authorized by the GCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (l) (10), shall have full access to and the right to examine any of Contractor's related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **10. INDEMNIFICATION**

Contractor shall indemnify and hold harmless GCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by GCSB 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.

## **11. INSURANCE**

Contractor shall secure and maintain at all times during the term of this Agreement, at Contractor's sole expense, comprehensive general liability insurance in an amount not less than \$1,000,000 with limits for bodily injury and property damage combined in the amount of \$100,000 per person, \$200,000 per occurrence, with a reputable and financially viable insurance carrier. **GCSB shall be named as an additional insured on Contractor's general liability policy.** Such insurance shall not be cancelable except upon thirty (30) days written notice to GCSB. Contractor shall provide GCSB with a certificate evidencing such insurance coverage and agrees to notify GCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.

## **12. TERMINATION**

**A. TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

**B. TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

**C. IMMEDIATE TERMINATION BY GCSB.** GCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

1. the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor or Contractor Staff in the State of Florida, or
2. conduct by Contractor or any member of Contractor Staff which affects the quality of services provided to GCSB or the performance of duties required hereunder and which would, in GCSB's sole judgment, be prejudicial to the best interests and welfare of GCSB or its students;
3. breach by Contractor or any member of Contractor Staff of the confidentiality
4. failure by Contractor to maintain the insurance;
5. failure to comply associated background screening procedures

**D. EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement

### **13. ARBITRATION**

The parties may mutually agree to resolve any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, of the breach hereof, through arbitration in Gadsden County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The arbitration costs shall be borne equally by both parties, however, each party shall bear its own expenses. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

### **14. ENTIRE AGREEMENT; MODIFICATION**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

### **15. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall be in Gadsden County, Florida.

#### **16. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

#### **17. NOTICES**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

**If to GCSB:** The School Board of Gadsden County, Florida, Quincy, Florida 32351

**Contractors Full Name: Palazesim,LLC**

Name of additional individual

**Margot A. Palazesi-Dietrich**

Address **936 Hill Roost Road**

City/State/Zip: **Tallahassee, Florida 32312**

or to such other persons or places as either party may from time to time designate by written notice to the other.

#### **18. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. A waiver of the insurance requirements (Insurance) does not relieve the Contractor of the provisions listed Indemnification.

#### **19. CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

#### **20. ASSIGNMENT; BINDING EFFECT**

Contractor shall not assign or transfer, in whole or in part, this Agreement without the prior written consent of GCSB, which consent shall not be unreasonably withheld. Any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**21. FORCE MAJEURE**


Either party shall be in default by reason of failure in performance, if such failures arise out of causes reasonably beyond its control, including but not limited to strikes, lockouts, war, epidemics, fire, embargoes, acts of God, default of common carriers, or inaction of governmental authorities.

**22. SEVERABILITY**

In the event any part of this Agreement is held to be unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof or the Agreement as a whole. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: The School Board of Gadsden County, Florida

PRINCIPAL/DEPARTMENT HEAD SIGNATURE:

\_\_\_\_\_  
*Margot Palazesi*  6/01/2020  
BY CONTRACTOR: \_\_\_\_\_

## **EXHIBIT A**

CONTRACTOR FEID NUMBER: **81-3158104**

INDIVIDUAL SOCIAL SECURITY NUMBER: **267-13-2438**

# **EXHIBIT B**

## **Scope of services to be Provided**

**Instruction in the area of visual impairments and orientation and mobility for qualified students**

### **Fee Schedule**

Up to 10 hours a week at \$62.00/hour, billed by the quarter hour.





TRISURA

Trisura Specialty Insurance Company  
210 Park Avenue, Suite 1400  
Oklahoma City, OK 73102

# PRIVATE EDUCATORS PROFESSIONAL LIABILITY APPLICATION

NOTICE: IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.

PLEASE PRINT. ALL QUESTIONS MUST BE ANSWERED.

The policy provides that the limit of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defense. Further note that amounts incurred for legal defense shall be applied against the deductible amount.

This application is for educators engaged in private practice, who are self-employed independent contractors, or paid consultants, rather than employees of schools. If you are a W-2 employee, please refer to the Employed Educators Program for a different application.

- LIMITS OF LIABILITY DESIRED (Check one box):
- \$250,000 each / \$500,000 annual aggregate (Not applicable in Missouri)
  - \$1,000,000 each / \$1,000,000 annual aggregate
  - \$1,000,000 each / \$3,000,000 annual aggregate

Limits of Liability apply to each Claim. A series of continuous, repeated or interrelated negligent acts are considered one act and one Claim. The first limit is applicable to each Claim. The second limit is the maximum limit the company will pay during any one policy period.

- DEDUCTIBLE (Check one box):
- \$250 each Claim you are responsible for.
  - \$500 each Claim you are responsible for.
  - \$1,000 each Claim you are responsible for.

**Underwriting:** Completion of an application does not bind the insurance company to issue coverage. While almost all applicants are accepted, it is possible that an applicant may not be accepted based upon information contained in the application. In the event of a covered loss, the insured is required to be defended by the Company's appointed lawyers and coverage shall apply to loss and claim expenses, investigation and legal fees.

1. I am applying as a(n):  Individual  Corporation  Partnership LLC  Other: Palazzesi, LLC

If applying other than an individual, indicate name of entity:

Full Name of Applicant: Margot A Palazzesi-Dietrich  
 Address: 936 Hill Roast Road  
 City: Tallahassee State: FL Zip: 32312  
 Daytime Phone: 8505092627 E-mail: palazzesi@palazzesi.com Website: \_\_\_\_\_

Check box to consent to receive insurance documents via email. To withdraw consent or receive paper documents, please call Customer Service at (800) 821-7303.

2. Please provide a detailed description of the educational activities the applicant performs and for which coverage is desired.

Consultation to school districts.  
Direct instruction for students who are visually impaired.  
 (Attach separate sheet if needed. Attach a brochure if available.)

3. In addition to your private practice, are you also a W-2 employee of any school district or any other institution?  Yes  No

If Yes, please explain: \_\_\_\_\_

4. How long have you been providing educational services independently? (IF LESS THAN 12 MONTHS, ATTACH A RESUME)

5 years

5. To what professional associations do you belong? (You must be a member of sponsoring association in order to purchase coverage.)

Council for Exceptional Children

PRIVATE EDUCATORS PROFESSIONAL LIABILITY

6. Give gross annual revenues for private practice duties for last year \$ 18,000 Current year \$ 5,000

7. Has the applicant had professional liability coverage?  Yes  No

If Yes, please list: ( Attach a separate sheet if necessary )

Name of Carrier	Limit of Liability	Claims Made or Occurrence?	Premium	Inception Date	Expiration Date
-----------------	--------------------	----------------------------	---------	----------------	-----------------

Is Prior Acts Coverage desired?  Yes  No

( Note: May be available with continuous claims made coverage with an approved company. )

8. Please list your name and qualifications and the names and qualifications of all your salaried (W-2 Form) employees (except clerical) that enable you and your staff to provide the educational activities listed in Question # 2. If you are applying as a partnership, list all partners as well. Attach a separate sheet if necessary.

Name	Degree / Certification / License	Field of Study	Duties
Margot Palazzosi	Ph D / special education		consultation direct instruction
	Florida Teacher Certification # 394178		

Total number of employed W-2 staff (except clerical), including yourself, 1 (Must correspond with number listed above)

9. Does the applicant use any subcontractors, independent contractors or consultants ( Form 1099 recipients for tax purposes ) whose services correspond with your educational specialty, and with whom you share fees, bill for or derive income in any way?  Yes  No

If Yes, you must list names and qualifications of each and pay the appropriate additional premium. Attach a separate sheet if necessary. The applicant will be covered for acts performed on your behalf by those listed below, subject to the terms of the policy, but they are not insureds as defined in the policy. They should consider purchasing their own separate professional liability policy if they desire coverage on their own acts.

Name	Degree / Certification / License	Field of Study	Duties

Total number of subcontractors, independent contractors and consultants \_\_\_\_\_ (Must correspond with number listed above)

10. Any policy issued by the company is based on the following representations.

After inquiry of all individuals named on the application, I represent the following statements are true. ( "After inquiry" means the applicant has inquired of each person as to whether he/she has information pertinent to this question.) If Yes, attach a separate sheet explaining the full particulars and include all documents pertinent to the situation.

- A. Has any person named in the application ever been convicted of a crime in any state or country?  Yes  No
- B. Has any person named in this application ever had any licensing board or professional ethics body require the surrender of their license or been found guilty of violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  Yes  No
- C. Are there any complaints or charges pending against any person named in this application by any licensing board or professional ethics body for violation of ethics codes, professional misconduct, unprofessional conduct, incompetence or negligence in any state or country?  Yes  No

- D. Is any person named in this application a salaried employee of any organization other than the applicant's firm or do you own, partially own, manage or exercise any form of fiduciary control over any business enterprise?  Yes  No
- E. Has any professional liability claim or suit ever been made against any person named in this application, their predecessors in business or against any past or present partners?  Yes  No
- F. Are there any circumstances of which any person named in this application is aware of that may result in any claim or suit being made against any person named in this application, their predecessors in business or against any past or present partner?  Yes  No
- G. Has any person named in the application ever had any insurance company or Lloyd's of London decline, cancel, refuse to renew, or accept only on special terms, any professional liability policy?  Yes  No

(Not applicable in Missouri)

This application does not bind the applicant or the company to complete the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to and made a part of the policy. The undersigned applicant declares that to the best of his/her knowledge the statements set forth herein are true. The applicant further declares that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the company.

Signature: Margot A. Palazsim - Dittus Date: 6/16/2020  
 Title (if any): Owner / Educator Consultant TALAZSIM, LLC

**PENNSYLVANIA**

For Pennsylvania applicants only: There is a state-mandated \$20 fee in addition to the premium.

**MISSOURI - DEFENSE WITHIN LIMITS**

I hereby acknowledge that I am aware that the limit of liability contained in the policy shall be reduced, and may be completely exhausted, by the costs of legal defense, and in such event, that I shall be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of the policy. Such legal defense costs include the reasonable and necessary fees, costs and expenses, with my written consent, resulting solely from the investigation, legal defense and legal appeal of a claim against me, but excluding the salaries of officers and employees of the company which are separately identified as arising from the defense of a specific claim.

I hereby further acknowledge that I am aware that legal defense costs that are incurred shall be applied against the deductible amounts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title (if any): \_\_\_\_\_

**NEW YORK NOTICE**

Any person who knowingly with intent to defraud any insurance company or person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

If a policy is issued, New York Insurance Department regulations require that this signed statement be attached to the policy.

I hereby acknowledge that I am aware that the limit of liability contained in the policy shall be reduced, and may be completely exhausted, by the costs of legal defense and in such event, the insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the limit of the policy.

I hereby further acknowledge that I am aware that legal defense costs that are incurred shall be applied against the deductible amounts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title (if any): \_\_\_\_\_

The Application must be fully completed, signed, dated and accompanied by a check to be considered. (Credit card payment is not available.) Mail your check (made payable to **Richard F. Jones, Jr., Agent / Broker**) to

Richard F. Jones, Jr. Agent / Broker  
 C/O FORREST T. JONES & CO.  
 P. O. Box 418131  
 Kansas City, MO 64141-9131  
 1-800-821-7303

For Overnight Delivery  
 3130 Broadway  
 Kansas City, MO 64111



**TRISURA**

Trisura Specialty Insurance Company  
210 Park Avenue, Suite 1400  
Oklahoma City, OK 73102

PRIVATE EDUCATORS PROFESSIONAL LIABILITY  
OPTIONAL COVERAGE

PRIVATE EDUCATORS PROFESSIONAL LIABILITY

**Optional Coverage Application**

Please print in ink or type.

**Personal Information:**

Insured's Name Margot A Palazzesi-Dietrich Palazzesi, LLC

**STOP!! If you are applying for or renewing your Off-Premises Liability Coverage, please read this notice carefully.**

You may make your services available or promote your services at locations provided by clients and need insurance coverage at those locations for bodily injury and property damage liability claims. The Off-Premises Liability Coverage is designed to provide limited liability coverage in those instances. **PLEASE NOTE:** Coverage is not commercial general or comprehensive general liability insurance. It will not cover a location you own or rent, for example, your office space. This is only a brief description of the Off-Premises Liability Coverage. All claims are subject to actual policy terms and conditions. Should you have any questions or need any additional information, please contact us at (800) 821-7303.

**Off-Premises Liability Coverage – \$150 Annual Premium, plus \$10 for each employee or independent contractor**

(Please note that the premium for this coverage is a "flat charge" and no premiums will be returned for employees or independent contractors you delete during the policy term.)

- Yes, please add **Off-Premises Liability Coverage** to my Private Practice Professional Liability Plan. The enclosed premium check includes the additional \$150 annual premium plus \$10 for each employee and independent contractor for Off-Premises Liability Coverage. There is no additional charge if an additional insured is needed on the Off-Premises Liability Coverage.\* If you have an additional insured for the Off-Premises Liability Coverage, we need

Additional Insured Name \_\_\_\_\_  
 Fax No. or Email \_\_\_\_\_ Contact \_\_\_\_\_  
 Address of Additional Insured \_\_\_\_\_

We will mail and/or fax a certificate to the indicated additional insured.

\* An additional insured is an entity for which you work under contract who has requested to be named on your policy.

**Professional Liability Additional Insured Coverage — \$100 Annual Premium Each Additional Insured**

If you have an additional insured for professional liability coverage, please complete the following.\* The enclosed premium check includes the additional \$100 annual premium for this coverage.

Additional Insured Name \_\_\_\_\_  
 Fax No. or Email \_\_\_\_\_ Contact \_\_\_\_\_  
 Address of Additional Insured \_\_\_\_\_

We will mail and/or fax a certificate to the indicated additional insured.

**Certificate of Insurance:**

Applies to  Professional Liability  Off-Premises Liability

If a Certificate of Insurance only is required, there is no charge, but to mail and/or fax a certificate we will need

Contact Sharon Thomas Fax No. or Email thomass@acpsmail.com  
 Address of Certificate Holder \*\* Director, ESC, Gadsden County Schools

We will mail and/or fax a certificate to the indicated additional insured. 35 Martin Luther King Blvd.  
Quincy, Florida  
32351

\* An additional insured is an entity for which you work under contract who has requested to be named on your policy.  
 \*\* A certificate holder is an entity for which you work, but do not name as an additional insured.

If more space is needed, please attach a separate sheet of paper with requested information.

**SUMMARY SHEET**

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Memorandum of Understanding between The Gadsden County School Board and Community Wellness Counseling and Support Services, Inc. (CWCSS)

DIVISION: EXCEPTIONAL STUDENT EDUCATION

**NO** This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

Community Wellness Counseling and Support Services (CWCSS) agrees to provide mental health and substance abuse services to Gadsden County School District students referred for assessment and/or treatment in both the home and school setting.

SOURCE: NA

AMOUNT: NA

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered 2

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

PROOF READ BY: *Regina Herrin*

## **MEMORANDUM OF UNDERSTANDING**

WHEREAS, Gadsden County Schools and Community Wellness Counseling and Support Services, Inc. (CWCSS) a Florida-based, authorized mental health and substance abuse service provider, desire to enter into a Memorandum of Understanding setting forth the services to be provided to students in the Gadsden County School District:

### **PURPOSE**

The purpose of this memorandum is to set forth the conditions of service with Gadsden County School District students. CWCSS will provide Mental Health and Substance Abuse services to the students needing those services. Referrals accepted by CWCSS shall be performed within the scope and limitations set forth in the Plan of Treatment developed by the treatment team.

### **GADSDEN COUNTY SCHOOLS and CWCSS AGREE AS FOLLOWS:**

1. CWCSS agrees to provide mental health and substance abuse services to Gadsden County School District students referred for assessment and/or treatment.
2. CWCSS will provide high quality therapists to serve Gadsden County School District students in both the home and school settings.
3. Students are accepted for treatment by CWCSS and CWCSS' staff shall not refuse to provide treatment because of age, race, color, handicap, sex, or national origin.
4. Services and treatment shall be provided to the student in response to a request for assessment and/or treatment and in accordance with a written plan of treatment developed by the treatment team.
5. A space at Gadsden County Schools will be provided for CWCSS staff to meet with students for assessment and treatment.
6. Referrals may be made by school staff to CWCSS for assessment and/or treatment. Reports to school staff regarding students' progress will be made available either by meeting with CWCSS at the school or requesting a written report from CWCSS staff, with client and/or family permission.
7. Gadsden County School District and CWCSS acknowledge and declare that it is their specific intention that CWCSS is to provide all services as an Independent Contractor. All CWCSS' staff providing services shall be licensed, insured, and have had background screening completed.

---

2020 – 2021

Memorandum of Understanding

Gadsden County Schools and Community Wellness Counseling and Support Services

Page 1 of 2

8. This Memorandum of Understanding shall be valid for 12 months and shall begin August 3, 2020 and end August 3, 2021.
9. This Memorandum of Understanding may be cancelled or terminated with 30 days written notice to or by either party.
10. Questions regarding services at the school will be directed to Mrs. Winter Collins, CWCSS' CEO/Clinical Director in Bristol, FL at (850) 643-7724.

This Memorandum of Understanding is respectfully executed and submitted by:

Superintendent of Schools School District of Gadsden County	Date
--	------

Winter Collins, CEO Community Wellness Counseling and Support Services, LLC. 10659 NW State Road 20 Bristol, FL 32321	Date
---	------

This Memorandum of Understanding is agreed to by:

School District of Gadsden County	Date
-----------------------------------	------

---

2020 – 2021  
 Memorandum of Understanding  
 Gadsden County Schools and Community Wellness Counseling and Support Services

**SUMMARY SHEET**

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Contracted Services between Gadsden County School Board and Advanced Medical Personnel Services, Inc.

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This is an Annual Contractual Agreement that will provide Speech Language Pathologists, School Psychologists, Occupational and Physical Therapists Services (including, but not limited to counseling, assessments, evaluations, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: FEFP Dollars/ Mental Health Allocation

AMOUNT: \$155,000.00

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 8

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be duplicated on light blue paper.

PROOF READ BY: *Kevin R. Francis*





## Supplemental Staffing Agreement

This Supplemental Staffing Agreement ("Agreement") is entered into as of the 1<sup>st</sup> day of July, 2020 ("Effective Date") between Advanced Medical Personnel Services, LLC. (d/b/a, Advanced Travel Therapy, Advanced Travel Nursing, Advanced School Staffing, Advanced Teletherapy), a Delaware company (hereinafter "Advanced") and Gadsden County School District (hereinafter "School").

WHEREAS, School provides or arranges for the provision of healthcare and educational services to students and employees;

WHEREAS, Advanced employs healthcare professionals ("HCP" or "HCPs") to provide healthcare and educational services (the "Services") on an independent contract basis to healthcare providers;

WHEREAS, School desires Services at its facilities and Advanced desires to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, it is contemplated by and between the Parties that this Agreement will set forth the basic understanding of the Parties, and that the Parties will be able to add additional Addenda to this Agreement in the future by written agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is mutually covenanted and agreed by and between the parties hereto as follows:

**A. Engagement:**

1. School hereby retains and engages Advanced to provide the Services to School at its facilities ("Facilities").

**B. Obligations of Advanced:**

1. Advanced shall provide HCPs determined to meet minimum requirements and qualifications ("Job Qualifications") of job vacancy requisitions ("Requisitions") on an as-available, as-needed basis to School. Advanced will make available to School qualified staff, including, but not limited to, Speech Language Pathologists, Occupational Therapists, Physical Therapists, Behavioral Specialists, Assistant Therapists (SLPA/COTA/PTA), School Psychologists ("Therapist") and School Nurses to provide supplemental healthcare support and education services ("Services") to Partner students ("Students") with identified or suspected educational or disability special needs.



2. Each HCP assigned to School will possess: (a) experience and qualifications at least equivalent to the Job Qualifications; (b) current BLS certification and other certifications as required; (c) valid professional license in state of practice, as applicable; (d) current physical examination, including proof of Hepatitis B vaccination or declination, and PPD or negative Chest X-Ray; (e) criminal background check; (f) drug testing. Advanced will provide the above documentation to School during the Quality Assurance process, in addition to other specific requirements as identified by the School.

3. HCPs reporting to a local contract or travel assignment ("Assignment") for the first time shall report to School's Human Resources Department, or Special Education Department, and provide a picture ID evidencing their identity.

4. HCPs accepted by School for Assignment will be employed by Advanced and Advanced will have sole and exclusive responsibility for the payment of wages and applicable payroll taxes for Services performed.

5. All HCPs will be W-2 employees of Advanced, and Advanced will be solely responsible for payroll, benefits, insurance and all employer-employee matters

6. Advanced shall provide professional liability insurance in limits of not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate, and worker's compensation insurance as required by state law. Additionally, Advanced will carry general liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate.

7. Advanced will use its best efforts to recruit qualified Clinicians to staff School's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with School's specifications.

8. Advanced will comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of Personally Identifiable Information (PII) and Personal Health Information (PHI). Compliance includes but is not limited to: HIPPA; FERPA; PPRA; COPPA; IDEA.

9. Prior to providing Services, each HCP shall receive orientation to Advanced policies and procedures, safety, infection control, rights of patients and cultural diversity and sensitivity.

10. Advanced shall assign an Account Manager to act as the primary contact between Advanced and School. The Account Manager will engage with unit managers to understand screening requirement, perform interview scheduling and other relationship management tasks required to ensure a high level of performance.

11. HCPs are required to report to Advanced any occurrence or incident outside routine events that have caused or might cause injury or loss to a patient, employee or visitor, or have resulted in damage to Advanced or School property. These types of incidents and all safety and health violations must be reported and are logged and reviewed pursuant to the Advanced incident reporting policy. Advanced will notify and, where



appropriate, will work with School to mitigate the potential for incidents to reoccur. Incidents deemed “sentinel events” as defined by the Joint Commission (“JCAHO”) would be addressed pursuant to Joint Commission protocol.

**C. Obligations of School:**

1. School will provide Advanced with Requisitions defining the Job Qualifications of each vacancy School wishes to fill. School will be responsible to confirm through phone interview, and any other competency evaluation methods School chooses to employ, that HCP meets the Job Qualifications and is accepted for Assignment(s).

2. School shall endeavor to request HCPs for Assignment at least fourteen (14) days prior to Assignment commencement.

3. School will provide HCPs on Assignment with orientation to School policies, the relevant work setting and any program-specific policies and procedures.

4. School has the right to cancel an Assignment without penalty up to seven (7) days prior to Assignment commencement. School will pay Advanced an early cancellation fee equal to thirty-seven and a half (37.5) hours at the regular hourly bill rate if an approved assignment is canceled less than seven (7) days of the start date.

5. School retains the right to reassign or dismiss any HCP for cause. Cause shall be defined as an HCP deemed in the professional judgment of School to be: (a) incapable of performing the duties and responsibilities of the position; (b) excessively absent; (c) insubordinate; (d) found to be engaging in substance abuse; (e) engaging in unprofessional conduct or neglect of duty; (f) in violation of School rules, regulations or policies; (g) debarred from providing services under any regulation or state or federal program. School shall immediately notify Advanced of its intent to dismiss or reassign an HCP for cause and provide written notice outlining the circumstance leading to the action. In the event School dismisses an HCP for cause, School shall be obligated to pay Advanced only for hours worked by the HCP prior to dismissal. Advanced will use its best efforts to provide a replacement HCP, should School desire a replacement, within two (2) weeks of notification.

6. School shall complete and execute a Facility Assignment Confirmation form (“Confirmation Form”) for each HCP accepted by School for an Assignment. Confirmation Form shall reference the incorporation of the terms of this Agreement, including the name of each accepted HCP, start and end date of Assignment, unit, shift, expected hours per workweek, billing rate(s) to School and authorization of any additional costs, fees or compensation above those listed in the Fee Schedule attached hereto as Exhibit A. Confirmation Form may also include other requested services or terms to which Advanced and School agree.



7. School guarantees each Assignment a minimum number of regular work hours per workweek (the "Expected Minimum Work Hours"). School agrees to guarantee 32 hours per week. School guarantees each Assignment the Expected Minimum Work Hours whether or not HCP is actually utilized by School for said period. School will compensate Advanced for each Assignment at either the actual hours worked or the Expected Minimum Work Hours, whichever is greater.

8. Should School wish to dismiss a HCP for reasons other than cause, such as a change in student population or other reasons not related to performance, School agrees to provide thirty (30) day notice to Advanced. If School does not provide thirty (30) day notice, School agrees to pay Advanced thirty (30) days of the Expected Minimum Work Hours at the Assignment regular bill rate.

9. Flipping. A HCP submitted to School for acceptance may not be contracted through another agency, or hired directly by School, if the Advanced was first to submit the HCP for review. Furthermore, a parent, subsidiary, successor, assignee or partner of School, or any customer of School, may not utilize the services of HCP, unless it is through agreement with Advanced (either this Agreement or another substantially similar agreement), or as further provided hereunder.

10. School agrees not to engage, solicit, entice or attempt to hire (other than by or through this Agreement) any HCP until one (1) year after the start date of the HCP's first Assignment. If School wishes to hire a HCP within the one (1) year blackout period, School agrees to pay the applicable conversion fee as defined in Exhibit A attached hereto.

11. School will comply with all applicable federal and state laws and regulations regarding the confidential and secure treatment of Personally Identifiable Information (PII) and Personal Health Information (PHI). Compliance includes but is not limited to: HIPPA; FERPA; PPRA; COPPA; IDEA.

12. School agrees to designate a member of its staff who will act as a coordinator for HCPs and will ensure HCPs are oriented to all applicable policies and procedures, code of conduct and safety requirements. School also agrees to provide an orientation period adequate for the specialty and competency for each Assignment, which will be considered part of the Expected Minimum Work Hours.

13. School shall only float or re-assign HCP to a student caseload or different school other than the student caseload or school HCP was originally assigned to, if HCP is determined qualified and competent to work in the alternate student caseload or different school. School agrees to provide HCP with orientation to the new student caseload or school appropriate to the HCP's qualifications and experience. School agrees to notify Advanced in writing if HCP is to be permanently re-assigned to a different school or student caseload other than the student caseload or school HCP was originally assigned to.

14. School agrees at all times to provide HCP a safe and suitable work environment which complies with all applicable federal, state, HIPAA and local workplace rules and regulations.



15. School will notify Advanced immediately in the event School becomes aware of any work-related injury to HCP, occupational exposure, safety hazard event, or “sentinel event” involving an HCP. At the request of Advanced, School will cooperate with administration of treatment/care, and/or incident investigation and reporting. School shall provide written documentation to Advanced.

16. Exclusivity. Until such time, if any, that this Agreement is terminated pursuant to the terms of this Agreement, School grants Advanced the exclusive right to provide Therapy services to Partner, and its affiliates and subsidiaries, upon the terms as set forth in this Agreement.

**D. Compensation:**

1. Advanced shall invoice School weekly according to the Fee Schedule, plus all applicable state and local taxes. Payment for invoices shall be due no later than thirty (30) days from the invoice date (Net30). A finance charge of one and one-half percent (1.5 %) per month shall be added to balances outstanding for thirty (30) days or more.

2. School agrees to pay all reasonable attorney's fees and other costs and expenses that may be incurred by Advanced to collect amounts past due for performance of Services or to enforce any other obligation under this Agreement.

**E. Term and Termination:**

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, subject to earlier termination of this Agreement as provided for herein. Thereafter, this agreement shall renew automatically for additional one (1) year periods, unless either party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to automatic renewal.

2. Either party may terminate this Agreement without cause upon notice of no less than sixty (60) days. Notice shall be in writing and sent via certified mail.

3. Termination of this Agreement for any reason whatsoever shall not affect an approved Assignment hereunder. Notwithstanding the termination of this Agreement, any HCP who has started an Assignment or is confirmed to begin an Assignment shall complete such Assignment with School through the Initial Contract Period, or such applicable longer period, and School shall continue to compensate for the services of HCP according to the terms of this Agreement.

**F. Miscellaneous:**

1. Neither party shall have the right to assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.



2. The terms, covenants, conditions, provisions and agreements herein contained shall be binding on, and inure to the benefit of the parties hereto, their successors and permitted assignees.

3. The Agreement shall be subject to and governed by the laws of the State of Colorado. The venue for any legal action or proceeding will be Broomfield, Colorado.

4. In performing the services herein specified, both Advanced and each HCP is acting as an independent contractor and shall not be considered an employee of School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Advanced and each HCP shall be responsible for their own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Advanced and/or each HCP is responsible for filing such tax returns as may be required by law or regulations.

5. Neither party to this Agreement will make any commitments nor incur any charges or expenses for, or in the name of, the other party, nor be considered the agent, partner, joint venture, employer, fiduciary or employee of the other party. The provisions set forth in this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and such other party's officers, directors, employees, agents and contractors (the "Indemnified Parties") from and against any and all liability, claims, losses, costs, judgments, penalties, fines, damages and expenses directly arising from the negligent acts or omissions of the Indemnifying Party, its officers, directors, agents, employees or contractors.

7. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as well as state and local laws regulations, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age disability, sexual orientation or military service.

8. Advanced strictly follows all state wage & hour laws, include mandatory meal and rest breaks. School agrees that all state wage & hour laws are applicable and will be enforced for Advanced employees on assignment.



9. This Agreement may not be changed or modified except by written agreement executed by both parties. Notices shall be hand delivered by courier service or mailed by registered or certified mail, return receipt requested, addressed to:

Advanced:

ADVANCED MEDICAL PERSONNEL SERVICES, LLC.  
11001 W. 120th Avenue, Suite 310  
Broomfield, CO 80021  
Attn: Contracts

School:

Gadsden County School District  
35 Martin Luther King Jr. Blvd  
Quincy, FL 32351

10. Either party's failure to enforce, or the delay by either party in enforcing, any of the provisions, rights or remedies hereunder shall not constitute a continuous waiver or modification of such provision, right or remedy, or a waiver or modification of any other provision, right or remedy hereunder.

11. The headings contained here are for convenience reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

12. In connection with the execution of this Agreement, the parties hereto agree that all matters relating to this Agreement are strictly confidential and that no such party shall disclose or disseminate any information concerning any term or terms of this Agreement to any third person or persons, except as set forth herein. Any such disclosure or dissemination shall be regarded as a breach of this Agreement and cause of action shall immediately accrue for damages. Disclosures made to legal and financial advisors to the extend reasonably necessary to obtain their counsel in connection with this Agreement, as long as those third parties agree to be bound by the confidentiality obligations contained herein, shall be permitted.

13. Advanced agrees to make available to the Secretary of Health and Human Services, the Comptroller General of the Government Accounting Office, School and each of their representatives, all contracts, books, documents and records that are necessary to certify the nature and extent of costs hereunder for a period of four (4) years after furnishing of services pursuant to this Agreement in the event compensation to Advanced exceeds \$10,000 per year.

14. This Agreement contains the entire Agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein or attached hereto shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force or effect unless in writing and signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall constitute a single agreement.



**H. Measures to Prevent Loss of Services:**

In the event that a state or local order closes one or more School facilities, the School has the following options to prevent an Advanced Employee assigned to the School from being unavailable when the School reopens its facility:

- (a) Continue to pay each Advanced Employee assigned to the facility for all previously scheduled time, as set forth in the most recent [confirmation document], during the period of time that the facility where the Advanced Employee is assigned is closed; or
- (b) Allow each Advanced Employee assigned to the facility to provide services utilizing the Advanced telehealth platform Televate or School's preferred distance learning platform. The Advanced Employee will continue to provide services as set forth in the most recent [confirmation document].

If School elects to terminate any assignments as the result of a closure, standard termination provisions apply. If School terminates the assignment of any Advanced Employee, Advanced cannot guarantee that the Advanced Employee will be available when School reopens its facility.

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

Advanced Medical Personnel Services, LLC.

Gadsden County School District

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## ADDENDUM TO CONTRACT

- Advanced does not utilize sub-contractors for any services or staffing purposes.
- Advanced requires an annual skills checklist to be completed by all clinicians for assessment purposes. If a competency exam is required, it will be provided by Advanced.
- Re-assignment of staff to different facilities or assignments requires notification so that Advanced can ensure the clinician is appropriately credentialed and suited for the new placement.
- Incidents, complaints, errors and sentinel events must be communicated with Advanced (Director of Operations) within 24 hours of the occurrence. All reported issues will be investigated immediately and thoroughly by Advanced. Resolution information will be documented appropriately and disseminated to all required persons.
- Clinicians placed on assignment will require full orientation of the facility, by facility staff, prior to treating patients.
- Any School, facility or employee that has a concern about the quality and safety of patient care provided by Advanced Medical, which has not been addressed by Advanced Medical's management, is encouraged to contact the Joint Commission at [www.jointcommission.org](http://www.jointcommission.org) or by calling the Office of Quality Monitoring at 630.792.5636.

Advanced Medical Personnel Services, LLC.  
5535 S. Williamson Blvd, Suite 774, Port Orange, FL 32128  
Phone 888-756-0605 ~ Fax 866.426.2811 [www.GoWithAdvanced.com](http://www.GoWithAdvanced.com)

## EXHIBIT A

### 1. Billing Rates & Terms

#### REGULAR BILL RATES

Classification	Regular Rate Range
Speech Language Pathologist	\$59
Occupational Therapist	\$59
Physical Therapist	\$60
Bilingual SLP, OT, PT	\$60
Speech Language Pathology Assistant (SLPA)	\$55
Certified Occupational Therapy Assistant (COTA)	\$55
Physical Therapy Assistant (PTA)	\$55
Clinical Fellow with Advanced Supervision (CF)	\$55
School Psychologist (LSSP)	\$65
Board Certified Behavioral Analyst (BCBA)	\$65
School Nurse (RN, LPN)	\$60

#### OVERTIME THRESHOLDS

8 Hr. Shift	Billing Rate
1 – 8 hrs.	Regular

Weekly Hours Worked (8, 10, 12 hr. shifts)	Billing Rate
1 – 40 hrs.	Regular <sup>3</sup>
40+ hrs.	Overtime <sup>3</sup>

#### Rate Range Definition

Company will present all HCP candidates with a predetermined rate, hours/schedule and cancellation notice timeframe that is tailored to School's request. Rates are all-inclusive and will cover housing, health insurance, workers compensation, general and professional liability, payroll taxes and travel expenses to and from the job assignment location. Full season contracts are 42 weeks in length and range from 35 to 40 hours per week. Hours and contract length may be pre-negotiated based on your individual facility needs.

1. Overtime, holidays and call-back hours are billed at 1.5 x the applicable Regular Rate.
2. Holidays and designated school closure days are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and all other holidays regularly observed by School.
3. Advanced strictly follows State and W&H Laws, specifically on the determination of compensable OT hours worked.

Conversion Fees

An HCP accepted by School for a job assignment and hired to work staff for School within the following periods will incur a conversion fee.

Classification	After Year 1	After Year 2
Physical Therapist, Occupational Therapist, Speech Language Pathologist, Physical Therapy Assistant (PTA), Certified Occupational Therapy Assistant (COTA), Speech Language Pathology Assistant (SLPA), School Psychologist, Board Certified Behavioral Analyst and School Nurse	15% of annualized Salary	10% of annualized Salary

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

Advanced Medical Personnel Services, LLC.

Gadsden County School District

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Agreement between Cobb Pediatric Speech Services, LLC , and Gadsden County School Board

DIVISION: EXCEPTIONAL STUDENT EDUCATION

**YES** This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide Speech/Language services, Psychological services and Physical Therapy (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: FEFP/IDEA Dollars

AMOUNT: \$58.00 – 61.00 per hour

PREPARED BY: Sharon B. Thomas *SBT*  
POSITION: Director of Exceptional Student Education

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

PROOF READ BY: *Rogelio Herrera*



## AGREEMENT

This Agreement is made and entered 05/22/2020 by and between Cobb Pediatric Speech Services, LLC, a subsidiary of Pediatric Therapy Services, LLC (d/b/a The Stepping Stones Group), 2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026, hereinafter referred to as "Contractor" and Gadsden County School District, 35 Martin Luther King Jr. Boulevard, Quincy, FL 32351, hereinafter referred to as "School District." It is hereby agreed as follows:

**FEES:** Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

School Psychologist	\$61.00 per hour
Speech Therapy	\$58.00 per hour
Bilingual Speech Therapy	\$61.00 per hour
Occupational Therapy	\$59.00 per hour
Physical Therapy	\$60.00 per hour

School District agrees to be billed (except during holidays) by Contractor for aggregate weekly hours provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked, that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

**TRAVEL TIME & MILEAGE:** To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

**PAYMENT TERMS:** School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the billing



section above the signature. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

**CONFIDENTIALITY:** School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERMINATION:** This Agreement will end on 07/31/2021 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in



services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Florida. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Florida. Both parties hereby consent to the jurisdiction and venue of such courts.



**GENERAL:** No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

**BILLING DETAILS:**

**Billing Contact Name/Title:**

**Billing Email/Phone:**

**Mailing Address:**

**Special Billing Instructions:**

Signed for Contractor:

Signed for School District:

Signature: Summer Johnson

**Signature:**

Name: Summer Johnson

**Name:**

Title: Client Services

**Title:**

Date: 05/22/2020

**Date:**



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8j

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Agreement between Soliant Health, Inc. and The School Board of Gadsden County

DIVISION: EXCEPTIONAL STUDENT EDUCATION

YES This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide Speech/Language services and Psychological services (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: FEFP Dollars  
AMOUNT: \$58.00 – 62.00 per hour

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

PROOF READ BY: *Regina Herring*

**CLIENT SERVICES AGREEMENT**

Soliant Health, LLC (hereafter referred to as "Soliant"), and

Gadsden County Schools

whose location is

(Client Name)

35 Martin Luther King Blvd

Quincy, FL 32351

(Street Address)

(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

**1. Scope of Services.**

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

**2. Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

**3. Telepractice Services.**

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

**4. Insurance.**

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

**5. Competency and Licensing.**

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

**6. On-Site Responsibility.**

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client

**CLIENT SERVICES AGREEMENT**

acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

**7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

**8. Equal Opportunity.**

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

**9. Payment Terms.**

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

**10. Default Charges.**

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

**11. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**12. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

**13. Incident and Error Tracking.**

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

**14. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-

**CLIENT SERVICES AGREEMENT**

place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

**15. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty an amount equal to one (1) week of billing. The parties agree that Soliant's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

**16. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

**17. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

**18. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

**19. Unscheduled Facility Closure Policy.**

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**CLIENT SERVICES AGREEMENT****21. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

**22. Indemnification.**

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

**23. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**24. Family Education Rights and Privacy Act.**

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

**25. State Retirement System Notice.**

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension..

**26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**CLIENT SERVICES AGREEMENT****27. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**28. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

**29. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

**Gadsden County Schools****SOLIANT HEALTH, LLC**\_\_\_\_\_  
Client Representative Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Soliant Representative Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Roger P. Milton\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name\_\_\_\_\_  
Superintendent of Schools\_\_\_\_\_  
Title\_\_\_\_\_  
Title

**CLIENT REQUIRED DOCUMENTS CHECKLIST**Client: Gadsden County SchoolsCity, State: Quincy, FL 32351

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

**Standard Credentialing Package**

As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.

**PROFESSIONAL:**

Current CV / Resume  
Current Skills Checklist, if applicable  
References

**LICENSURE**

Professional License, as applicable  
Professional Certification, as applicable  
License and/or Certification Verification

**EDUCATION:**

CDC Guidelines for School Professionals  
FERPA Guidelines

**BACKGROUND:**

Criminal Background Check  
GSA Exclusion Search  
HHS/OIG Search  
Sexual Offender Search

**MEDICAL:**

Hepatitis B Vaccination / Declination form  
MMR Declination  
Physical Examination Waiver  
10-Panel Drug Screen

**Optional Credentialing**

If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.

For auditing purposes, Gadsden County School District requires and requests a copy of the Credentialing Documents.

Gadsden County School District requires pre- approval of any overtime.

Credentialing Documents will be held on file at Soliant and unless specifically requested, will not be forwarded to Client.

**Orientation Details**

Will the contracted professional be permitted to attend Orientation while license is in process?  YES  NO

Will the contracted professional be permitted to start their assignment while license is in process?  YES  NO



## CLIENT INFORMATION REQUEST

### CLIENT

In an effort to increase efficiency for our Clients, Soliant Health will email service invoices. Should you wish to opt out of this process, please check here

Client Name: Gadsden County School District

Invoice Contact: Lealer Francis

Invoice Email: lealerf@gcpsmail.com

Invoice Email CC: thomass@gcpsmail.com

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Placement Contact      Name: Sharon B. Thomas      Email: thomass@gcpsmail.com

                                 Phone: 850-627-9651      Fax: 850-627-5327

Accts Payable Contact:      Name: Lealer Francis      Email: lealerf@gcpsmail.com

                                 Phone: 850-627-9651      Fax: 850-627-5327

Credentialing Contact:      Name: Sharon B. Thomas      Email: thomass@gcpsmail.com

                                 Phone: 850-627-9651      Fax: 850-627-5327

### SOLIANT HEALTH, LLC

**Correspondence Address**  
*Contracts, Notices, etc.*

1979 Lakeside Parkway, Suite 800  
Tucker GA 30084  
Attention: Rachel Holliday  
Email: [rachel.holliday@soliant.com](mailto:rachel.holliday@soliant.com)  
Telephone: 770-325-0566

**Remittance Address**

*Only payments should be sent to this address*

Dept. CH 14430  
Palatine IL 60055-4430





# Soliant

## CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below:

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

**ASSIGNMENT DETAILS**

CLIENT NAME: Gadsden County Schools

---

Consultant: Alethea Karras Position: SLP

---

Assignment Start Date: 08/03/2020 Assignment End Date: 05/28/2021

---

Bill Rate per hour: \$ 59.00 Overtime Bill Rate per hour: ~~\$ 88.50~~ N/A SBO 6/16/2020

---

Minimum Hours: 37.5 hours per week

---

Miscellaneous: Based on school calendar

Teaching Certification: Teaching certification IS REQUIRED

**DESIGNATED APPROVERS**

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address
Lealer Francis	Administrative Assistant	850-627-9651	lealerf@gcpsmail.com
Sharon B. Thomas	ESE/SS Director	850-627-9651	thomass@gcpsmail.com

**WORK SITE LOCATIONS**

District Schools to which Consultant will be assigned: *Client to complete. If not applicable, respond with N/A.*

School 1: \_\_\_\_\_  
 Location: \_\_\_\_\_

School 2: \_\_\_\_\_  
 Location: \_\_\_\_\_

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

*Sharon B. Thomas*  
 Client Signature

Sharon Thomas  
 Client Printed Name

ESE/Student Services Director  
 Client Title

DocuSigned by:  
*Rachel Holliday* 6/16/2020  
 Soliant Health, LLC Signature

Rachel Holliday  
 Soliant Health, LLC Printed Name

Division Director  
 Soliant Health, LLC Title

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.**



**CLIENT ASSIGNMENT CONFIRMATION**

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below:

The Soliant Consultant named below has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined below:

**ASSIGNMENT DETAILS**

CLIENT NAME: Gadsden County Schools

---

Consultant: Yvette Stennett Position: SLP

---

Assignment Start Date: 08/03/2020 Assignment End Date: 05/28/2021

---

Bill Rate per hour: \$ 59.00 Overtime Bill Rate per hour: ~~\$ 88.50~~ NA SBJ 6/16/2020

---

Minimum Hours: 22.5

---

Miscellaneous: Based on school calendar

Teaching Certification: Teaching certification IS REQUIRED

**DESIGNATED APPROVERS**

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address
Lealer Francis	Administrative Assistant	850-627-9651	lealerf@gcpsmail.com
Sharon B. Thomas	ESE/SS Director	850-627-9651	thomass@gcpsmail.com

**WORK SITE LOCATIONS**

District Schools to which Consultant will be assigned: *Client to complete. If not applicable, respond with N/A.*

School 1: \_\_\_\_\_  
 Location: \_\_\_\_\_

School 2: \_\_\_\_\_  
 Location: \_\_\_\_\_

**Please note:** Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

*Sharon B. Thomas*  
 Client Signature

---

Sharon Thomas  
 Client Printed Name

---

ESE/Student Services Director  
 Client Title

DocuSigned by:  
*Rachel Holliday* 6/16/2020  
 Soliant Health, LLC Signature

---

Rachel Holliday  
 Soliant Health, LLC Printed Name

---

Division Director  
 Soliant Health, LLC Title

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation. If no changes are needed, a signature response is not required.**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8k

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** MOA Between Gadsden County School Board and Florida  
Department of Health

**DIVISION:**

       This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The purpose of this agreement is to outline duties and responsibilities between the Gadsden County Health Department and the Gadsden County School Board during the 2020-2021 school year.

**FUND SOURCE:** N/A

**AMOUNT:** \$100,100

**PREPARED BY:** Caroline McKinnon

**POSITION:** District Assessment Coordinator/Health Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

**School Health Services**  
**Memorandum of Agreement**  
**Between**  
**Gadsden County School Board**  
**And**  
**Florida Department of Health**  
**Gadsden County Health Department**  
**MOA# - 006 (2020– 2021)**

The Gadsden County School Board (GCSB) envisions communities where children and youth lead positive, secure and happy young lives while developing the skills, knowledge and competencies necessary for fulfilling contributing adult lives. The GCSB is committed to a future where all children and youth live in families and communities that promote their positive development. The Gadsden County School District (GCS) agrees to collaborate with the State of Florida, Department of Health, Gadsden County Health Department (DOH-Gadsden) to deliver health care and health education programs that equip limited resource families and youth who are at risk for not meeting basic human needs, to lead positive, productive and contributing lives.

**Each party agrees to:**

1. Promote a coordinated effort between GCS and DOH-Gadsden staff to achieve maximum health and academic success of students and staff.
2. Comply with relevant state and federal laws, rules, and regulations governing handling, storage, and access to student records to include the Health Insurance Portability Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act, as well as all regulations promulgated thereunder (34 CFR Part 99).
3. Develop cooperative procedures for administering health care data collection, record keeping, and immunization compliance.
4. Jointly plan and provide training opportunities for DOH-Gadsden and GCS personnel.

**Gadsden County Schools agree to:**

1. Pay DOH-Gadsden \$100,100 annually to ensure that as many GCS school clinics will have health care staff assigned as possible. The timesheets that document the daily attendance of the employees of DOH-Gadsden in the schools must be signed by an authorized administrator of the respective schools in which the services are rendered. This documentation must accompany the quarterly invoices submitted to GCS. This amount shall be paid in four (4) quarterly installments of \$25,025. Please note that all invoices or notices sent to the GCS will require a minimum of seven (7) days and a maximum of fifteen (15) days to process once the invoice is received from DOH-Gadsden.
2. Provide DOH-Gadsden staff access to the district phone messaging service to relay Back-to-School information for students and their families concerning immunizations and school physical requirements and any health advisories that become necessary to protect the students and faculty. Provide phone support to school clinic staff located at onsite school clinics.
3. Provide daily janitorial and as requested maintenance services to each school clinic facility.
4. Provide and maintain building infrastructure wiring, data and phone cabling, and electrical connections for school clinics.
5. Provide data transport, troubleshooting, and network and port addressing to each school clinic, sufficient to support establishment and connectivity for an on-site firewall-created internal isolated zone. Secure tunneling will be used to establish connectivity for the isolated zone to the Florida Department of Health's (DOH) network over county circuits.
6. Maintain general liability insurance covering all onsite electronic equipment under circumstances of occupational injury, employee disloyalty, and general liability. A review and determination of fault is required before assumption of any liability and a certificate must be provided upon request. Where determination of fault is with DOH-Gadsden, DOH is self-insured to the limit required by Florida law, and a certificate of insurance shall be provided upon request.
7. Appoint a School Health Coordinator from the GCS to serve as a liaison with DOH-Gadsden. The Coordinator's duties should include but not be limited to coordination of service delivery, resolving billing issues, facilitating timely communication, and MOA monitoring.

8. Supply, provide, refresh, and maintain the following IT resources and services.
  - a) All software, hardware, licensing, and technology peripherals connected to DOH's internal zones which are used in the onsite school clinics, power and path cables needed to connect to the building infrastructure.
  - b) All network switches and firewalls supporting DOH's internal zone.
  - c) Current and up-to-date antivirus and intrusion detection software required to protect assets within the internal zone from exploits.
  - d) All troubleshooting, patching, maintenance, configuration, and desktop support (includes user access management) of internal zone equipment, including firewall and all connected hosts.

**Florida Department of Health in Gadsden County Agrees to:**

1. Provide Comprehensive Health Care (s. 381.0057, F.S.) at the schools listed d below: [These services include basic health services (s. 381.0056, F.S.) and student health management, interventions and classes to reduce risk-taking behaviors, violence and injury prevention and services to reduce and promote return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, intervention, case management, and improving access to health care through referrals to insurance programs and family physicians.]

- Chattahoochee Elementary
- Gadsden Elementary Magnet
- George W. Munroe Elementary
- Greensboro Elementary
- Havana Magnet School
- James A. Shanks Middle School
- Stewart Street Elementary
- West Gadsden Middle School

2. Provide Full Service Health Care (s. 402.3026, F.S.) at the schools listed below: [These services include all basic health services (s. 381.0056, F.S.) and the coordination of medical and specialized social services such as nutritional, economic and job placement services, parenting classes, counseling for abused children, mental health and substance counseling, and adult education for parents. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies.]

- Gadsden County High School

3. Provide immunization services and cumulative review to all GCS schools.
4. DOH-Gadsden school health employees shall work from 7:30 a.m. to 4:00 p.m. on school days except for occasional mandatory training days.
5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to Kindergarten, 1st, 3rd, and 6th grade students only. All other student screenings will be on an as-needed basis.
6. Provide blood borne pathogen and medication in-service training for professional development.
7. Provide and maintain connectivity to a Virtual Private Network interface or secure FTP site for GCS to the Health Office system for weekly data upload, incorporating all reasonable associated costs.
8. Server hardware and software licensing for Health Office will be the responsibility of DOH-Gadsden. All access provided will be maintained securely over the GCS network.
9. Assist GCS in identifying health issues and statistics that may be used to support grants for health initiatives.
10. Provide the GCS Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. The invoice or notice shall include documentation describing the services rendered. The invoice shall itemize the services in detail indicating DOH-Gadsden's expenditures that tie to the payments by GCSB. Attached documentation shall substantiate DOH- Gadsden's expenditures. DOH-Gadsden will invoice GCS on or approximately:
  - September 30, 2020
  - December 30, 2020
  - March 30, 2021
  - June 30, 2021
11. Retain all required financial documents for five (5) years after the district makes the final payment and all other pending matters are closed.

Gadsden County Schools and the Florida Department of Health in Gadsden County mutually agree that:

1. The parties hereto contemplate that term of this Agreement be for the period from July 1, 2020 through June 30, 2021. This Agreement shall be reviewed annually to determine its continuation and or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall

provide the other party with sixty (60) days written notice.

2. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_  
Chairman  
Gadsden County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST By: Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adrian Cooksey-Wilson, Dr.PH, MPH  
Administrator  
Gadsden County Health Department

\_\_\_\_\_  
Date



SUMMARY SHEET  
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 81

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** Approval of Agreement with PSTB Consulting Services

**DIVISION:**

X This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

This is a renewal contract for Federal Program evaluation services for the 2019-20 school year. PSTB will provide summative evaluations of the Title I, Part A; Title II, Part A; Title IX, Part A; and Title I, Part A School Improvement programs for 2019-2020. Review of academic barriers, strategic plans, and action steps will be facilitated by the PSTB with school teams during the evaluations. EDGAR 34 CFR Part 75 Section 200.25 requires the district to annually evaluate its federal programs. The evaluation plan used by PSTB analyzes pre and post tests to determine the progress of the district and each participating school in achieving the objectives and goals in the district's approved federal applications; the effectiveness of the programs in meeting their program purposes; and the effect each program is having on participants being served by the programs. The evaluations will analyze the programs formatively to determine the extent the programs are implemented according to the approved applications, and summatively to determine if the programs are achieving the desired effect related to improving student achievement and school reform. In addition to student achievement and school reform, the evaluations will examine information related to parent/community engagement, professional learning, homeless services, and teacher quality. By having the same agency evaluate the federal programs, it will facilitate alignment between programs and will ensure alignment with the district's strategic plan. The evaluations will utilize best practices for procedural analysis and implement the plans which create strategies with the greatest chance of being useful, feasible, ethical, and accurate.

**FUND SOURCE:** Federal  
**AMOUNT:** \$50,000  
**PREPARED BY:** Rose Raynak  
**POSITION:** Director



---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5

CHAIRMAN'S SIGNATURE: page(s) numbered 5

REVIEWED BY: \_\_\_\_\_

**School Board of Gadsden County, Florida**  
**RENEWAL CONTRACTUAL AGREEMENT**  
**Federal Program Evaluations**  
**Fiscal Years: 2020-2021 Renewal Contract**

This renewal contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **PSTB Consulting, LLC, Dr. James W. Brown, Jr., Owner** a consultant with his principal place of operations at 3001 Byington Circle, Tallahassee, Florida 32303, herein referred to as "CONTRACTOR". The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and Gadsden County Public Schools.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in the Scope of Services below. The CONTRACTOR understands and agrees that all services are to be secured and implemented solely by the CONTRACTOR and no subcontractor will be assigned as a CONTRACTOR without the prior written consent of the RECIPIENT.

**The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Federal Programs.**

**ARTICLE 2. SCOPE OF SERVICES**

In consultation with district leadership, the CONTRACTOR has agreed to provide program review and external evaluations for federal projects for the 2019-20 school year. The CONTRACTOR will provide summative evaluations of the Title I, Part A; Title II, Part A; Title IX, Part A; and Title I, Part A School Improvement programs for the 2019-2020 school year. Review of academic barriers, strategic plans, and action steps will be facilitated by the CONTRACTOR with school teams during the evaluations. The CONTRACTOR shall use best efforts to make the services as productive as possible for the school leaders, district staff, and the RECIPIENT. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district and school needs. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district and school needs.

**ARTICLE 3. DURATION OF AGREEMENT**

(a). This AGREEMENT shall begin on July 1, 2020 and end on June 30, 2021 contingent upon the approval and funding by the Florida Department of Education. Services for the fiscal year ending June 30, 2021 will be completed and billed by the CONTRACTOR with final deliverables (reports) due no later than August 15, 2021. Agreement subject to annual renewal based performance deliverables, subject to School Board approval.

#### **ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a Consultant or CONTRACTOR upon its request either before outlays are made by the Consultant or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONTRACTOR'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
<b>Date of Completion</b>	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Federal sponsorship begins and ends. Renewal subject to funding, deliverables, and approval.
<b>RECIPIENT</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>CONTRACTOR</b>	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
<b>Sub-award</b>	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR or by a CONTRACTOR to a lower tier CONTRACTOR. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". CONTRACTOR is not a sub-recipient but a vendor.
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital Advance</b>	means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

#### **ARTICLE 5. PAYMENT**

RECIPIENT shall pay the CONTRACTOR upon the receipt of invoices and summative evaluations from the CONTRACTOR. The invoices will document the services provided and follow up correspondence with school and district federal program teams. The summative evaluations will include all the relevant assessment data and other quantitative and qualitative data for school year 2019-2020. Reports will include goals and objectives met and

recommendations for future program improvements. The invoices will document the work performed, and timeframe in which work occurred. The invoices will require a minimum of fourteen (14) days to be processed for payment after they have been approved for payment by the Office of Federal Programs and the district Finance Office. In full and complete compensation for all services provided by CONTRACTOR under this AGREEMENT, Gadsden County shall pay to Dr. James W. Brown, Jr. the total amount of \$50,000 (fifty thousand dollars) for services rendered as described under the Scope of Services. Dr. James W. Brown, Jr. will invoice the district. In addition to the total amount and in accordance with Gadsden County School Board Policy (7.52), travel by private automobile will be compensated and limited to those expenses necessarily incurred in the performance of the scope of services. A detailed travel log must be maintained and submitted using the District's Travel Reimbursement Form. When submitting an invoice for payment after completion of work, travel costs will be included and listed as a separate line item. The invoices shall be prepared and addressed to: Director of Federal Programs. Checks will be made payable to Dr. James W. Brown, Jr. and mailed to the agency office.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c). The total cost of the AGREEMENT is \$50,000 plus relevant and necessary travel expenses to provide services rendered. Cost assignment for deliverables is: \$15,000 for Title I, Part A evaluation; \$15,000 for UniSIG evaluation; \$10,000 for Title II, Part A; \$5,000 for Title IX, Part A; and \$5,000 for maintenance of federal program policies database to meet instructional and strategic improvement goals.

#### **ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

#### **ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR, when applicable, shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements.

#### **ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination.

#### **ARTICLE 9. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

#### **ARTICLE 10. INDEPENDENT CONSULTANT**

The CONTRACTOR is an independent business owner and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford

Act. CONTRACTOR shall be acting as independent business owner in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. CONTRACTOR shall sign an assurance that there exist no known conflict of interest that would make them ineligible to receive district funding for services provided. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this AGREEMENT.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 12. ADMINISTRATION OF AGREEMENT**

- (a) The CONTRACTOR'S contract administrator and contact is Dr. James W. Brown, Jr. and/or his designee.
- (b) The RECIPIENT'S contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**CONFLICT OF INTEREST:** As of the date of this AGREEMENT, CONTRACTOR assures the RECIPIENT that he is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

**ARTICLE 14. ENFORCEMENT**

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Dr. James W. Brown Jr., Owner of PSTB Consulting, LLC have executed this AGREEMENT.

\_\_\_\_\_  
Dr. James W. Brown, Owner  
PSTB Consulting, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Audrey Lewis, Chairwoman  
School Board of Gadsden County

\_\_\_\_\_  
Date

ATTACHMENT A

Gadsden County School District  
Contractual Agreement

*Scope of Work*

*PSTB CONSULTING, LLC*  
3001 Byington Circle  
Tallahassee, FL 32303

## Evaluation Overview and Scope of Work

### Evaluation Design

The evaluation plans for the 2018-2019 school year of the Gadsden County School Board's School Improvement Grant Programs is consistent with EDGAR 34 CFR Part 75 Section 200.25 which requires the Local Education Agency (LEA) to annually evaluate the programs. This plan is of experimental design with analysis of pre and post test to determine the district and each participating school's progress in achieving the objectives in the district's approved applications; the effectiveness of the programs in meeting the program purpose; and the effect on participants being served by the programs.

The evaluations will analyze the School Improvement programs formatively to determine the extent the programs are implemented according to the approved applications and summatively, to determine if the programs are achieving the desired effect related to improving student achievement and school reform. In addition to student achievement and school reform, the evaluations will examine information related to parent involvement, professional development, and teacher quality.

The evaluations will utilize best practices for procedural analysis and implement the plans which create strategies with the greatest chance of being useful, feasible, ethical, and accurate.

Generally, four steps will be followed while conducting the program evaluation:

1. Data Collection
2. Data Analysis
3. Drawing Conclusion, Making Inferences and Generalizations
4. Developing Recommendations



Comment	Evaluation Activities	Estimated Hours for Completion
	Collect and analyze student performance data from all district assessments in the student data warehouse (access will be granted by RECIPIENT for participating schools.)	
	Collect and analyze student performance data on Florida Standards Assessment (FSA) and/or End of Course Exams (EOC) for all participating schools.	
	Collect and analyze student performance on other district assessments for participating schools.	
	Analyze student, teacher, and parent climate survey data for participating schools.	
	Develop summative evaluation questionnaires for completion by each school and central office.	
	Analyze summative evaluation questionnaire responses,	
	Review the Title I, Part A, Title II, Title IX, and School Improvement Grant UniSIG approved applications to determine the specific components being evaluated.	
	Conduct interviews with district and school level instructional personnel to assess the degree to which the projects were implemented with fidelity.	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8m

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Renewal Contract with PAEC for Continuing Operation of the  
ESOL and Immigrant Programs.

DIVISION:

       This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This is a renewal contract with PAEC for continuing operation of the ESOL and Immigrant Programs. PAEC will provide all the staffing and deliverables for the ESOL/EL program required of GCPS for EL and Immigrant students. Florida Statute and Florida Consent decree require the district to provide staff to manage the requirements of the district program for ESOL/EL students. This contract pays PAEC to handle all of the operation, federal and state reporting, and federal and state monitoring of GCPS' ESOL/EL program. Statutory requirements of the district to provide these services are included below.

Per Florida Statute 1003.56: Each district school board **shall** implement the following procedures:

- Develop and submit a plan for providing English language instruction for limited English proficient students to the Department of Education for review and approval.
- Identify limited English proficient students through assessment.
- Provide for student exit from and reclassification into the program.
- Provide limited English proficient students ESOL instruction in English and ESOL instruction or home language instruction in the basic subject areas of reading, mathematics, science, social studies, and computer literacy.
- Maintain a student plan.
- Provide qualified teachers.
- Provide equal access to other programs for eligible limited English proficient students based on need.
- Provide for parental involvement in the program.
- Each district school board's program for limited English proficient students shall be evaluated and monitored periodically.

Since PAEC is a regional educational consortium under a school district fiscal agent, contracted by the legislature to provide competitive services to districts with less than 25,000 students, there is not a need to bid these services. The contract would fall under the purchasing exception (E) the purchase by the Board of educational services from a governmental agency within the state.

FUND SOURCE: General Revenue

AMOUNT: \$80,000.00

PREPARED BY: Rose Raynak



POSITION: Area Director of Federal Programs

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

**School Board of Gadsden County, Florida**  
**RENEWAL CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2020-2021**

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the “RECIPIENT”, organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Panhandle Area Educational Consortium (PAEC), an regional educational agency with their principal place of business at 753 West Boulevard, Chipley, FL 32428 for the purposes of providing English Language Learner (EL) Services to Gadsden County Public School EL students, families, and community stakeholders. The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in their agreement with the Superintendent and School Board of Gadsden County to provide EL language services in Gadsden County as further set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

**The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved by the Superintendent and School Board of Gadsden County. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon provision of acceptable levels of service, positive academic results, approval from the School Board, and continued funding available through General Revenue dollars to fund the required services.**

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR agrees to provide academic support, tutoring, mentoring, educational leadership, and professional experiences for Gadsden County EL students as specifically described in Appendix A. Broad areas of services with responsibilities further described in Appendix A include.

- Programmatic
- Staff
- Student and Family Services
- Professional Development
- Curriculum
- General

Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent and Area Directors of Curriculum and Instruction.

**ARTICLE 3. DURATION OF AGREEMENT**

This AGREEMENT shall begin on the week of July 1, 2020 and end June 30, 2021 contingent upon the approval by the district School Board as stated in Article 1 above. As required by law,

this AGREEMENT shall be subject to review and renewal if performance is deemed satisfactory, and if the School Board and Superintendent approve.

(b). The CONTRACTOR shall begin performing the contract on the week of July 1, 2020 and finish the project by June 30, 2021.

#### **ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a CONTRACTOR upon its request either before outlays are made by the CONTRACTOR or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONTRACTOR'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
<b>Date of Completion</b>	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all necessary, allocable, reasonable, and allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Federal sponsorship begins and ends.
<b>RECIPIENT</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>CONTRACTOR</b>	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
<b>Sub-award</b>	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR. The term includes financial assistance when provided by any legal AGREEMENT, even if the AGREEMENT is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". The sub-award <b>does not create a sub-contractor relationship</b> with contracted entity. Sub-awards are awarded to vendors for the procurement of goods and/or services.
<b>Termination</b>	means the cancellation of award, in whole or in part, under an AGREEMENT at any time prior to the date of completion.
<b>Working Capital</b>	means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

**ARTICLE 5. PAYMENT**

The RECIPIENT shall pay the CONTRACTOR in two equal payments of \$40,000 (forty thousand dollars) upon the receipt of invoices from the CONTRACTOR that include documentation describing the services rendered by the CONTRACTOR in support of the project for the period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment. In full and complete compensation for all services provided by the CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to **PAEC** the amount of no more than \$80,000.00 (eighty thousand dollars). Invoices shall be prepared and addressed to: Ms. Bonnie Wood, Director for Finance. Checks shall be made payable to **PAEC** and mailed to PAEC. The invoices will document the services provided, monthly activity logs, agendas and minutes of all meetings and workshops/activities, copies of curriculum developed, faculty/staff meetings monitoring student progress, sign-in sheets, and any other content material or lesson plans developed.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is no more than \$80,000.00

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR will submit all academic records to the principals so that they can be retained for the required five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements.

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review and renewal as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by the CONTRACTOR in the performance of the AGREEMENT prior to termination.

**ARTICLE 9. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent agent and not an employee, sub-contractor, or agent of the RECIPIENT. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. The CONTRACTOR shall be acting as an independent CONTRACTOR in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense

adequate insurance or self-insurance coverage to satisfy its liability obligations under this AGREEMENT.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 12. ADMINISTRATION OF AGREEMENT**

(a) The CONTRACTOR'S contract administrator and contact is Dr. Maria Pouncey, Administrator for Instructional Services and/or her designee.

(b) The RECIPIENT contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or AGREEMENTS on this subject.

CONFLICT OF INTEREST: As of the date of this AGREEMENT and throughout the term of this agreement, CONTRACTOR agrees that they are not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

**ARTICLE 14. ENFORCEMENT**

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Panhandle Area Educational Consortium have executed this AGREEMENT.

\_\_\_\_\_  
Mr. John Selover  
Executive Director, PAEC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Audrey Lewis  
Chairwoman, Gadsden County School Board

\_\_\_\_\_  
Date

# Appendix A

## Program Responsibilities for Contracted English Learner Services

### Programmatic:

- Provide leadership, coordination and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e. after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- If funding continues for the **Title III Immigrant** program provide: (A) family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children (B) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (C) identification, development, and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with awarded funds. (D) basic instructional services that are directly attributable to the presence of immigrant children and youth in the district, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instructional services; (E) other instructional services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; (F) activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of immigrant children.

### Staff:

- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the [www.gcps.k12.fl.us](http://www.gcps.k12.fl.us) website with materials, training, and other EL communications.

### Student Services:

- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.

- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
  - Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
- Develop student study teams as necessary to assist EL students who need accommodations.
- Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or accommodations.
- Purchase/provide materials and activities which address EL student needs as requested – supplies and materials will come from funding from Title III projects.
- Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
- Translate student transcripts from foreign countries to equate listed courses with appropriate district courses
- Prepare appropriate correspondence in parent’s native language to provide notice of enrollment in the EL program as required by law.
- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21<sup>st</sup> Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21<sup>st</sup> CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.

**Professional Development:**

- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden’s staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IEP, and other school meetings as requested by parents, district, and/or school leaders/teachers.

**Curriculum:**

- Preview, evaluate, and recommend EL classroom materials as requested.
- Provide Superintendent and Area Directors of Curriculum with recommendations for EL curriculum and EL staff
- Coordinate EL educational programs with community organizations.
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.

**General Responsibilities:**

- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.



- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.
- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

### **ELL PAEC Contract will provide:**

Summary of bullets below: Program operation to include staff to implement the required EL operations of the district, student and family services, professional development, curriculum development and implementation, and general operations of the office.

- Provide leadership, coordination and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e. after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the [www.gcps.k12.fl.us](http://www.gcps.k12.fl.us) website with materials, training, and other EL communications
- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.
- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
  - Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
- Develop student study teams as necessary to assist EL students who need accommodations.
- Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or accommodations.

- Purchase/provide materials and activities which address EL student needs as requested – supplies and materials will come from funding from Title III projects.
- Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
- Translate student transcripts from foreign countries to equate listed courses with appropriate district courses
- Prepare appropriate correspondence in parent’s native language to provide notice of enrollment in the EL program as required by law.
- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21<sup>st</sup> Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21<sup>st</sup> CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.
- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden’s staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IEP, and other school meetings as requested by parents, district, and/or school leaders/teachers.
- Preview, evaluate, and recommend EL classroom materials as requested.
- Provide Deputy Superintendent and K12 Director with recommendations for EL curriculum and EL staff
- Coordinate EL educational programs with community organizations.
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.
- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.
- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.

- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8n

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Contracts for Homeless Outreach Specialists

DIVISION:

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

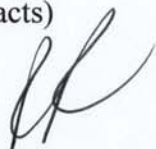
These are year 3 renewal contracts for Homeless Outreach Specialists. This was a competitively bid contract following all the rules of School Board Policy 6320 for Request for Proposal and public notice in 2018-2019 when three-year project started. A review team met and made recommendations based on the content of the submitted proposals. The positions provide outreach and coordination services to fully implement the homeless program in the district. The project is in year three of a three-year award. There is no guarantee that there will be a continuation of services beyond the project year. The positions coordinate with Federal Programs and the Parent Resource Center to ensure all federal programmatic requirements are met, the district's homeless students and unaccompanied youth are provided a free and appropriate education, barriers are eliminated, services are coordinated, and families in a state of homelessness are provided support.

FUND SOURCE: Federal

AMOUNT: \$57,800 (total for all three contracts)

PREPARED BY: Rose Raynak

POSITION: Area Director of Federal Programs



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 per contract \_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered contract different pages #5, #7, #7

CHAIRMAN'S SIGNATURE: page(s) numbered same

REVIEWED BY: \_\_\_\_\_

**School Board of Gadsden County, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2020-2021**

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the “RECIPIENT”, organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Mrs. Dorothy Wood a private contractor with his/her principal place of business at 4297 Hosford Hwy., Quincy, FL 32351 for the purposes of providing professional services for the homeless program, herein referred to as “CONTRACTOR”. The contractual agreement will establish uniform administrative requirements for the Contractor and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in a Request for Proposal for contracted services to Gadsden County as a provider of Homeless Outreach Field Liaison services for the Title IX Homeless Education program.

- The CONTRACTOR will provide a maximum of 8 months of service from July 1, 2020 through June 30, 2021.
- This is a grant funded position and if the grant is funded or the CONTRACTOR is not renewed by the Homeless Coordinator, the project will end June 30, 2021.
- Following the same process for renewal and based on successful completion of deliverables and recommendation of Superintendent, Year 3 of the project will start on July 1, 2020 and end June 30, 2021, including preparation of all reports and/or any program monitoring required.
- While the annual amount of the contract is anticipated to remain consistent throughout the project, the Monthly disbursements through the invoice process may vary from year to year based on the project year starting and ending months. The position total allocation will be prorated based on start and ending months of service provided.

The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT. The CONTRACTOR is not a sub-recipient, but is instead a vendor.

**The RECIPIENT and the CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds are awarded annually by the Florida Department of Education for Title IX McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through the first project year is contingent upon completed deliverables, satisfactory evaluation, Board Approval, and continued funding of the Title IX McKinney-Vento grant by the Florida Department of Education.**

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless outreach field services for Title IX during the 2020-2021 school year, beginning July 1, 2020 until June 30, 2021. Such activities include, but are not limited to: providing homeless parents and unaccompanied youth with awareness, information, and paperwork necessary to assist them in enrolling in schools and connecting the families with outreach specialists who will provide them with information about community and family social services they may qualify for. The CONTRACTOR will not receive more than \$1,000 per month for services. The CONTRACTOR will also be provided up to \$150 per month in travel money to reimburse them for travel to schools in the implementation of the duties of this position. Travel will be reimbursed separately at the district rate for established mileage between the district office and the school(s) on a monthly basis upon approval and verification of required travel to sites assigned by Parent Resource Coordinator. The CONTRACTOR will work under the supervision of the Parent Resource Center Coordinator and in collaboration with the Homeless Outreach specialists handling programmatic operations of the Homeless program. The position is not as a School Board employee and does not include any employee benefits. The position does not extend past the project application period approved by Florida Department of Education. The CONTRACTOR'S principal contact for the services will be Mrs. Dorothy Wood.

**ARTICLE 3. DURATION OF AGREEMENT**

This AGREEMENT shall begin on July 1, 2020 and end on June 30, 2021 contingent upon the approval and funding as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review.

**ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a Contractor or sub-recipient upon its request either before outlays are made by the Contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient's contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. Contractors are not sub-recipients.
<b>Date of Completion</b>	means the date on which all work under an award is completed by the sub-recipient or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Board Approval begins and federal sponsorship ends for that fiscal year.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.

<b>Term</b>	<b>Definition</b>
<b>Sub-Recipient</b>	means the legal entity or individual to which a contract is made and which is accountable to the recipient for the use of the funds provided and services funded in all the same ways that the recipient is bound to report and comply with all regulations of the federal award. This is NOT a sub-recipient relationship.
<b>Vendor/Contractor</b>	means the legal entity to which a contract is made and which is accountable to the recipient for the use of the funds provided and specific services contracted. This is NOT a sub-recipient relationship.
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

**ARTICLE 5. PAYMENT**

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to Mrs. Dorothy Wood up to and not exceeding \$1,000 per month not to exceed \$12,000 (twelve thousand) dollars in equal monthly increments from date of approval until end of project period. Travel reimbursements will not exceed \$150 per month and total reimbursement will not exceed \$1,800 total for travel services. Invoices and reimbursements for travel shall be prepared and addressed to: Ms. Vicki Muse Johnson, Coordinator of Homeless Programs for Gadsden County Schools. The monthly invoices will be sent in by the end of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is up to and no more than \$12,000 for services and no more than \$1,800 for travel, in equal monthly increments as described above.

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements



**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

**ARTICLE 9. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent CONTRACTOR and not an employee or agent of the RECIPIENT. CONTRACTOR is not a sub-recipient, but is instead a VENDOR. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent CONTRACTOR in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 12. ADMINISTRATION OF AGREEMENT**

- (a) The RECIPIENT'S contract administrator and contact is Mrs. Dorothy Wood and/or his/her designee.
- (b) The CONTRACTOR contract administrator and contact is Ms. Vicki Muse Johnson, Coordinator of Homeless Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**CONFLICT OF INTEREST:** As of the date of this Agreement, the CONTRACTOR is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement. CONTRACTOR agrees that they are and will remain in a state that is not a conflict of interest at any time during the administration of this project award.

**ARTICLE 14. ENFORCEMENT**

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mrs. Dorothy Wood have executed this AGREEMENT.

\_\_\_\_\_  
Mrs. Dorothy Wood

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Audrey Lewis  
Chairwoman, Gadsden County School Board

\_\_\_\_\_  
Date

**School Board of Gadsden County, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2020-2021**  
**Year 3 of 3-year Award**  
**Subject to conditions below for renewal**

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and DynaCom Planning & Management a management agency with its principal place of business at P.O. Box 6008, Tallahassee, FL 32314 for the purposes of providing professional services for the homeless program, herein referred to as "CONTRACTOR". The contractual agreement will establish uniform administrative requirements for the Contractor and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in a response to a Bid Process and Recommendation for Award of Contract for contracted services to Gadsden County as a provider of services for the Title IX Homeless Education program, which was presented to the Gadsden County School Board at the August 2019 Board Meeting and as further set forth below.

The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT. The CONTRACTOR is not a sub-recipient, but is instead a vendor.

**The RECIPIENT and the CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds are awarded annually by the Florida Department of Education for Title IX McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through the first project year is contingent upon completed deliverables, satisfactory evaluation, Board Approval, and continued funding of the Title IX McKinney-Vento grant by the Florida Department of Education.**

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless specialist services for Title IX during the 2020-2021 school year, beginning July 1, 2020 until June 30, 2021. Such activities include, but are not limited to: identification of homeless students and their families; identification of unaccompanied youth; outreach services for homeless students and unaccompanied youth; facilitation and connection of services for homeless students and unaccompanied youth and homeless students' families; enhancing staff, community and school awareness of homeless students, their rights, and their needs; and other activities as detailed below ("Performance Activities"). Any changes to the Services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be DynaCom Planning & Management.

## Performance Activities and Deliverables

FY 2020-2021

### Homeless Outreach Specialist

Monthly documentation of all components must be submitted for payment.

Upon acceptance of contract – through June 30, 2021

#### Programmatic:

- Develop/revise written procedures for homeless student identification including unaccompanied youth.
- Develop/revise written procedures for implementing all homeless and unaccompanied youth School Board Policies, according to requirements of Elementary and Secondary Education Act (ESSA).
- Ensure finalized written procedures of Homeless Board Policies are being implemented accordingly and revised as implementation dictates.
- Develop/revise written procedures for referrals of students to academic supports.
- Develop/revise and implement plans for addressing at-risk warning signs in homeless students and unaccompanied youth, including falling attendance patterns and low academic proficiency in core subjects
- Disseminate results of early warning indicators with school staff and community partners so that plans can be implemented as soon as practicable, including follow up and documentation of interventions.
- Develop/revise a Resource Directory and/or update service provider contact information as necessary.
- Develop and disseminate posters that clearly spell out student and family rights under the homeless policies of McKinney-Vento and post at all schools and throughout the community.
- Develop/revise and complete Family Member Attendance spreadsheet to collect data year round on family participation.
- Review, revise in-take forms, as necessary, and disseminate to schools and agencies. Forms should include all critical information to ensure connection to services. Completed forms will be retained by the Homeless Program Office with copies sent back to the school data intake persons to input coding for homeless students into Skyward.
- Review, revise, and disseminate the Residency Questionnaire to collect all critical information for program compliance and documentation of homelessness.
- Review, revise, and disseminate the Referral Form as necessary to collect all critical information for program compliance.
- Review newsletter format and publish newsletter quarterly to be disseminated through back pack at each school. Homeless requirements include all schools, not just Title I schools.
- Develop, schedule, and provide homeless training sessions. Sessions must include, at a minimum, Gadsden County School Transportation, School Guidance Counselors, and Food Service Department. A wider awareness training plan should be developed to ensure all stakeholders are aware of rights of the Homeless Students and Unaccompanied Youth.
- Ensure immediate enrollment and connections to school interventions, adequate transportation and meals for the homeless students and unaccompanied youth are being provided.
- Develop a process to collect data for homeless activities, enrollments, attendance, and other related activities.
- Do monthly site visits to the schools to review enrollments, attendance, intervention placement, and other issues that may result in providing services to homeless students and unaccompanied youth.
- Review Surveys 2, 3, and 5 from FDOE for accuracy of district MIS data on homeless reports and request data changes as necessary.
- Develop and disseminate a homeless training tool-kit for parents and sensitivity training sessions including components addressing the importance of daily attendance and good behavior designed to ensure increased student proficiency.
- Collect the nine-week academic reports, state assessment scores, graduation rates, career education

choices, industry certifications and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students.

- Document baseline data and communicate with parents to positively affect attendance and behavior trends.
- Collect data and begin to prepare the mid-year and annual reports required by FDOE
- Present DRAFT versions of report(s) to immediate supervisor for review/revisions; and then present final version of the reports to the Director of Federal Programs who will submit all reports to FDOE.
- Finalize mid-year report by deadline; prepare annual reports required by FDOE by deadlines; assist with close out activities of project for previous year project; present DRAFT versions of reports to immediate supervisor for review/revisions; and then present final versions of the reports to the Director of Federal Programs who will submit all reports to FDOE.

**Partners:**

- Prepare and recruit partner agreements of Memoranda of Understanding (MOUs) to establish services between Gadsden County School District, community county/city partners, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, ESE, CTE, ESOL/EL, Title I, Migrant, Head Start, and other district programs.
- At a minimum, schedule and hold quarterly meetings (September, January, March, May) with partners from community/county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services.
- Develop and provide awareness presentation for community partners about homeless definitions and services, as well as student rights.

**Students and Parents:**

- Organize and implement outreach activities to identify homeless families and unaccompanied youth, (i.e., distributing homeless posters in frequent areas for target population, plan community events, and attend community events and activities to speak on and disseminate homeless information).
- Upon identification of homelessness, facilitate immediate enrollment of identified homeless students and unaccompanied youth through MIS student enrollment data.
- Upon identification of needs, connect homeless students and unaccompanied youth to school services and any extra interventions necessary to assist with their successful academic pursuits.
- Upon identification of needs, facilitate any necessary transportation based on student needs.
- Develop and administer a survey for parents to determine agenda items for monthly parent workshops.
- Develop, schedule, and deliver monthly parent workshops on various subjects identified by survey results.
- Collect attendance reports monthly (each site, each student with 3 or more unexcused absences) to review excessive absenteeism patterns of students
- Develop and implement attendance strategies for at-risk homeless students and unaccompanied youth to share with homeless staff, visiting teachers, and school level staff.
- Collect the nine-week academic reports, state assessment scores, career education choices/industry certifications, behavior, and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students. Document and communicate with parents to positively affect attendance and behavior trends.
- Work with secondary schools and Gadsden Technical Center (GTI) to establish increased opportunities and processes to link homeless students and unaccompanied youth with career education opportunities.
- Work monthly with early learning centers and HeadStart/VPK program to establish increased opportunities and processes to link homeless students with early learning and preK services.

**Supporting Documentation for monthly invoices:**

- MIS reports, state assessment reports, certification reports; minutes; agendas; sign-in sheets; recommended changes to policies, forms, or data to be collected; newsletters; attestation of dissemination; early learning, preK, and career opportunities and processes; partner meetings; tool-kit; home site visit reports; communications with schools, parents, social service staff; written procedures; academic referral forms; revised in-take form; revised referral form; revised Residency Questionnaire; Family Member Attendance spreadsheet; written homeless procedures to support Board Policies; unaccompanied youth procedures; annual training schedule, agendas, sign-in sheets, minutes; survey results; resource materials; transportation requests; enrollment records; posters; list of sites where posters are displayed; announcements; awareness presentation; revised and completed Resource Guide; signed MOUs; baseline activities; and end of year activities.

***SPECIAL NOTE: Contractor must work collaboratively with Homeless Liaison to collect and retain all the data required for monitoring homeless programs required by Florida Department of Education (FDOE) – see addendum for all reporting compliance items. Documentation must be kept on file at Gadsden County School District so the district liaison can respond to any FDOE inquiries.***

**ARTICLE 3. DURATION OF AGREEMENT**

This AGREEMENT shall begin on July 1, 2020 and end on June 30, 2021 contingent upon the approval and funding as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review.

**ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a Contractor or sub-recipient upon its request either before outlays are made by the Contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient’s contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. Contractors are not sub-recipients.
<b>Date of Completion</b>	means the date on which all work under an award is completed by the sub-recipient or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
<b>Project period</b>	means the period established in the award document during which Board Approval begins and federal sponsorship ends for that fiscal year.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>Sub-Recipient</b>	means the legal entity or individual to which a contract is made and which

<b>Term</b>	<b>Definition</b> is accountable to the recipient for the use of the funds provided and services funded in all the same ways that the recipient is bound to report and comply with all regulations of the federal award. This is NOT a sub-recipient relationship.
<b>Vendor/Contractor</b>	means the legal entity to which a contract is made and which is accountable to the recipient for the use of the funds provided and specific services contracted. This is NOT a sub-recipient relationship.
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

**ARTICLE 5. PAYMENT**

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to DynaCom Planning & Management up to and not exceeding \$22,000.00 (twenty-two thousand) dollars in equal monthly increments of \$1,833.33 for 12 months of service from date of approval until end of project period. Invoices shall be prepared and addressed to: Ms. Vicki Muse Johnson, Coordinator of Homeless Programs for Gadsden County Schools. The monthly invoices will be sent in by the end of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(b). The CONTRACTOR shall not pledge the RECIPIENT’S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is up to and no more than \$22,000.00, in equal monthly increments.

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida’s Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR’S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon

termination, RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

**ARTICLE 9. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent CONTRACTOR and not an employee or agent of the RECIPIENT. CONTRACTOR is not a sub-recipient, but is instead a VENDOR. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent CONTRACTOR in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 12. ADMINISTRATION OF AGREEMENT**

- (a) The RECIPIENT'S contract administrator and contact is Mr. Greg Downing and/or his designee.
- (b) The CONTRACTOR contract administrator and contact is Ms. Vicki Muse Johnson, Coordinator of Homeless Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**CONFLICT OF INTEREST:** As of the date of this Agreement, the CONTRACTOR is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement. CONTRACTOR agrees that they are and will remain in a state that is not a conflict of interest at any time during the administration of this project award.

**ARTICLE 14. ENFORCEMENT**

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.



IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and DynaCom Planning & Management have executed this AGREEMENT.

\_\_\_\_\_  
Mr. Greg Downing  
DynaCom Planning & Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Audrey Lewis  
Chairwoman, Gadsden County School District

\_\_\_\_\_  
Date

**ADDENDUM**  
**Florida Department of Education**  
**Monitoring Compliance Items**

**Florida Department of Education**  
**2019-2020 Monitoring Title IX, Part C, Homeless Education Program**

**Compliance Item AIXC-1:** The Local Educational Agency (LEA) shall develop, review, and revise policies to remove barriers to the enrollment and retention of homeless children and youth in schools in the LEA. The LEA shall adopt policies to ensure that:

- Homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school;
- Homeless children and youth are identified based on the McKinney-Vento Act definition;
- Homeless children and youth have access to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held;
- Homeless preschool-aged children and their families have access to educational services for which they are eligible, including preschool programs administered by the LEA;
- Barriers are removed that affect the enrollment and retention of homeless children and youth in schools in the LEA;
- Issues are addressed such as guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation;
- Homeless children and youth are enrolled immediately;
- Homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless;
- Homeless children and youth have the right to remain in their school of origin and dispute school selection, if other than school of origin; and
- Transportation is provided to homeless children and youth, at the request of the parent, guardian, or unaccompanied youth, to and from the school of origin and includes the provision for inter-LEA transportation, in accordance with the McKinney-Vento Act.

**NOTE: This compliance item pertains to evidence of the LEA's policies that address the requirements of the McKinney-Vento Act.**

*Sections 721 (1), (2), (3), (4); 722 (g)(1)(I), (g)(1)(J), (g)(3), (g)(4), (g)(5), (g)(6), (g)(7); 725(2), P.L.107-110*

**Review Question(s)**

- Has the LEA established a homeless student school board policy that addresses the requirements of the McKinney-Vento Act?
- When were these policies adopted or last revised?
- Are these policies currently included in the online school board policy manual?
- When did the LEA last review the homeless student policy for compliance with the McKinney-Vento Act?
- How did the LEA review its homeless student policy? (Note: The FDOE has developed a policy review checklist that FDOE staff uses to review the LEA's homeless students policies for this compliance item. If you would like a copy, please download one from the Monitoring Toolkit or contact the Homeless Education Program staff.) What were the findings?

**Documents to Support Compliance**

- Homeless students school board policy addressing McKinney-Vento Act requirements including:

- an assurance that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school
- the identification of homeless students based on the McKinney-Vento definition
- the access of homeless children and youth to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held
- the access of homeless preschool-aged children and their families to educational services for which they are eligible, including preschool programs administered by the LEA
- the removal of barriers that affect the enrollment and retention of homeless children and youth in schools in the LEA
- guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation
- immediate enrollment of homeless students
- an assurance that homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless
- the rights of homeless students to remain in their school of origin and their right to dispute school selection, if other than school of origin
- a provision of transportation, at the request of the parent or guardian, to and from the school of origin, including the provision for inter-LEA transportation
- Screenshot of homeless students school board policy on the LEA's website
- Minutes of school board's approval and final adoption of school board policy (if policy adoption or revision is less than three years ago)

---

**Compliance Item AIXC-2:** The Local Educational Agency (LEA) shall designate a local homeless liaison to carry out the duties described in section 722 (g)(6) of the McKinney-Vento Act. The LEA shall inform school personnel of the duties of the LEA homeless liaison. **NOTE: This compliance item pertains to the designation of a local homeless liaison and the provision of information of the duties of the liaison to school personnel.**

*Section 722 (g)(1)(J)(ii), (g)(6), (g)(6)(B), P.L.107-110*

**Review Question(s)**

- What is the name and contact information of the person designated as the homeless liaison for the LEA?
- How does the LEA make sure that school personnel know the name, contact information, and duties of the LEA homeless liaison?
- To whom is this information provided at the school level (e.g., school registrars, guidance counselors, principal, assistant principal, etc.)?
- When was the last time this information was provided to school personnel?

**Documents to Support Compliance**

- Evidence that the LEA informed school personnel of the name of the local homeless liaison as well as the duties of the homeless liaison. Acceptable evidence includes:
  - e-mail to school homeless contacts and other key school personnel containing the liaison's name, contact information, and outline of the liaison's duties or other

documentation at least once per year and/or whenever there is a change in the person serving as the liaison

- o A presentation slide with meeting date or meeting agenda and handouts containing information about the name and duties of the local homeless liaison

NOTE: Only upload documents that pertain to informing school personnel of the name of the local homeless liaison and his or her duties. Other McKinney-Vento Act staff training and materials should be uploaded in AIXC-3.

---

**Compliance Item AIXC-3:** The Local Educational Agency (LEA) liaison shall ensure that homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies. The LEA shall ensure that school staff immediately enrolls homeless students, including unaccompanied youth, even if those students do not have appropriate records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The enrolling school shall immediately contact the school last attended by a homeless child or youth to obtain relevant academic and other records. If the child or youth needs to obtain immunizations, or immunization or medical records, the enrolling school immediately shall refer the parent or guardian of the child or youth to the LEA homeless liaison. The liaison shall assist in obtaining necessary immunizations or immunization or medical records. The LEA shall maintain homeless students' records so they are available in a timely fashion when homeless students enter a new school or LEA. **NOTE: This compliance item pertains to the identification and enrollment of homeless children and youth.**

*Section 722(g)(3)(C), (g)(3)(D), (g)(6)(A)(i), P.L.107-110*

**Review Question(s)**

- Provide as documentation a list of the name and title of the homeless contact person in each school building. How is this person selected? How often does the homeless liaison have contact with this person?
- How do the schools in the LEA determine when an enrolled student becomes homeless?
- How do the schools in the LEA determine whether an enrolling student is homeless? Does the student enrollment or residency form include a section for homeless families and youth to check nighttime residence and causes for homelessness? If not, how does the LEA capture this information from homeless families and youth?
- How do the schools in the LEA determine when an enrolled homeless student becomes unaccompanied?
- How do the schools in the LEA identify unaccompanied youth during the enrollment process?
- Does the student enrollment or residency form include a section to identify unaccompanied youth?
- How do the schools in the LEA ensure that homeless students are enrolled immediately, even if they do not have appropriate records and documentation, as is required in the McKinney-Vento Act?
- How do the schools in the LEA assist the enrolling homeless student obtain required enrollment documentation, including relevant academic and other records from the previously attended school?

- When do the schools in the LEA refer homeless families and unaccompanied youth to the homeless liaison?
- How does the LEA's homeless liaison assist in obtaining necessary immunizations or immunization or medical records for newly enrolled homeless students?
- What professional development has the LEA provided in the last 12 months to school personnel, including guidance counselors, front-line staff, and others who help with enrollment, on the requirements of the McKinney-Vento Act and best practices in homeless education?
- Does the LEA encourage appropriate staff to participate in training or webinars offered by the FDOE National Center for Homeless Education, or other agencies working with homeless children and youth and their families? If so, how many LEA staff and school staff participated in these activities?
- What technical assistance on the requirements of the McKinney-Vento Act does the LEA provide school personnel?
- How does the LEA stress the importance of confidentiality of homeless issues with all staff members, especially front-line staff?
- For the most recently completed school year, how many students were enrolled in the LEA's Free and Reduced-Price Lunch Program (FRPLP)? How many students in the LEA were identified as homeless? What was the percentage of homeless students compared to the LEA's FRPLP enrollment?
- How many schools in the LEA have a FRPLP enrollment of over 80 percent and a homeless identification of less than five (5) percent of the FRPLP enrollment? How does the LEA address with these schools the possible under-identification of homeless students?

#### **Documents to Support Compliance**

- List of schools in the LEA and the names and contact information of their homeless contact persons
- Student enrollment or residency form (in English and Spanish as applicable)
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form
- List, including dates, of professional development and other activities for educators, pupil services personnel, and school staff (such as principals, assistant principals, registrars, etc.) that are designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youth, the rights of such children and youth, including enrollment requirements, and the specific educational needs of runaway and homeless youth
- Copies of training PowerPoints and handouts
- E-mail or other type of correspondence informing school personnel of McKinney-Vento training offered by Florida Department of Education, National Center for Homeless Education, or other agencies working with homeless children and youth and their families
- E-mails or other type of correspondence informing parents, teachers, school personnel of Technical assistance papers, e-mails, or memoranda on the requirements of the McKinney-Vento Act
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form

**Compliance Item AIXC-4:** The Local Educational Agency (LEA) shall prohibit schools from referring homeless children or youth to, or requiring homeless children and youth to enroll in or attend a separate (segregated) school or a separate program within a school, based on their status as homeless. **NOTE: This compliance items pertains to the prohibition of separating or segregating homeless students into a separate school or program.**

*Section 722 (g)(1)(J)(i), P.L.107-110*

**Review Question(s)**

- Did the LEA have a separate (segregated) school for homeless students?
- Are homeless students educated in a separate (segregated) classroom?

**Documents to Support Compliance**

- List of LEA schools and the number of homeless and non-homeless students per school (most recently completed yearly data)

---

**Compliance Item AIXC-5:** The Local Educational Agency (LEA) serving each child or youth who becomes homeless, and according to the child's or youth's best interest, shall continue his or her education in the school of origin for the duration of homelessness. If the LEA has determined it is not feasible to keep a homeless student in the school of origin, and this determination is contrary to the wishes of the student's parent or guardian or the unaccompanied youth, the LEA shall provide a written explanation, including the right to appeal, to the homeless child's or youth's parent or to the unaccompanied youth. The LEA shall develop and implement a dispute resolution process when a homeless student's parent or guardian or an unaccompanied youth disputes the enrollment process. The LEA homeless liaison shall ensure that enrollment disputes are mediated in accordance with paragraph (g)(3)(E) of the McKinney-Vento Act. **NOTE: This compliance item pertains to the dispute resolution process.**

*Section 722(g)(3), (g)(3)(B), (g)(3)(E), (g)(6)(A)(vi), P.L.107-110*

**Review Question(s)**

- When was the LEA's dispute resolution process adopted?
- How has the dispute resolution process changed in the last five school years? When did these changes occur? Who participated in the development of the changes to the dispute resolution process?
- How does the LEA ensure that the dispute resolution process meets the requirements of the McKinney-Vento Act?
- How is the LEA homeless liaison informed of an enrollment dispute? What are the first steps taken to resolve the dispute before a formal dispute is lodged with the LEA? In the most recently completed school year, how many disputes were formally lodged with the LEA?
- How many formal disputes were conveyed to the state office for resolution?
- How has the LEA homeless liaison ensured enrollment disputes were mediated in accordance with the McKinney-Vento Act?

**Documents to Support Compliance**

- List of school placement feasibility criteria
- Dispute resolution policy, procedure, or process
- Dispute resolution forms (school level and LEA level)
- A template or example of a written explanation of the school's decision regarding school placement, including the parent's or unaccompanied homeless youth's right to appeal decisions

---

**Compliance Item AIXC-6:** The Local Educational Agency (LEA) promptly shall provide the following services to each homeless child or youth in grades K-12: all educational services for which the child or youth is eligible (e.g., Title I, English language learners (ELLs), Individuals with Disabilities Education Act); programs in vocational and technical education; programs for gifted students; and school nutrition programs (e.g., free meals). **NOTE: This compliance item pertains to homeless children and youth in grades K-12.**

*Section 722 (g)(4)(B), (g)(4)(C), (g)(4)(D), (g)(4)(E), P.L.107-110*

**Review Question(s)**

- How does the LEA assess the needs of homeless students and provide them with eligible educational services, vocational and technical education programs, and gifted programs?
- How has the LEA ensured homeless children and youth immediately are enrolled in the school nutrition program and receive free meals?

**Documents to Support Compliance**

- Screening assessment forms or documents used to determine homeless students' qualification to participate in certain supplemental academic programs, such as ELL, ESE, vocational education, gifted, and other educational programs offered by the LEA.
- The report that indicates the:
  - number of K-12 homeless students in educational programs for ELLs
  - number of K-12 homeless students in educational programs for students with disabilities
  - number of K-12 homeless students in vocational and technical education programs
  - number of K-12 homeless students in educational programs for gifted students
  - number of K-12 homeless students in school nutrition programs
- School nutrition program enrollment form or liaison's documentation of enrolling homeless students in the LEA's nutrition programs.

---

**Compliance Item AIXC-7:** The Local Educational Agency (LEA) shall ensure that homeless families and their preschool-aged children receive educational services for which they are eligible, including Head Start, Even Start, and other preschool programs administered by the LEA. **NOTE: This compliance item pertains to homeless preschool-aged children. If the LEA does not administer preschool programs, this compliance item does not apply.**

*Section 722 (g)(6)(A)(iii), P.L.107-110*

**Review Question(s)**

- Does the LEA administer preschool programs?
- How does the LEA ensure homeless preschool-aged children are identified?
- How does the LEA ensure homeless preschool-aged children have equal access to the same public preschool programs, administered by the LEA, as provided to other children?

**Documents to Support Compliance**

- A list of the preschool programs administered by the LEA, including Head Start and Even Start programs
- The report that indicates the number of homeless preschool-aged students in preschool programs administered by the LEA, including Head Start and Even Start programs
- Promotional materials for parents pertaining to the LEA's preschool programs (e.g., brochures, referral forms, etc.)



- LEA's preschool programs enrollment form

---

**Compliance Item BIXC-1:** The Local Educational Agency (LEA) uses funds awarded under the Title IX, Part C sub-grant for activities that carry out the purpose of the McKinney-Vento Act.

**Applicable to sub-grantees only.**

*Section 723(c)(4), P.L.107-110*

**Review Question(s)**

- Does the LEA receive a Title IX, Part C sub-grant?
- What types of supplemental activities does the LEA provide with Title IX, Part C funds to carry out the purpose of the McKinney-Vento Act?

**Documents to Support Compliance**

- List of previous grant year's completed Title IX, Part C activities
- List of previous grant year's completed Title IX, Part C deliverables
- Copy of homeless liaison's time and effort log (if applicable) for the previous school year

---

**Compliance Item CIXC-1:** The Local Educational Agency (LEA) shall refer homeless families and their children and youth, including homeless preschool-aged children, to health care services, dental services, mental health services, and other appropriate services. **NOTE: This compliance item pertains to coordination with other service providers for referrals to health care services, dental services, mental health services, and other appropriate services.**

*Section 722 (g)(6)(A)(iii), P.L.107-110*

**Review Question(s)**

- How does the LEA refer families and their children and youth to health care services?
- How does the LEA refer families and their children and youth to dental services?
- How does the LEA refer families and their children and youth to mental health services?
- How does the LEA refer families and their children and youth to other appropriate services such as basic needs and housing?

**Documents to Support Compliance**

- Materials that provide parents of homeless students with information about local health care services (e.g., brochures, forms, a list of community agencies that can assist with health care services, etc.)
- Materials that provide parents of homeless students with information about local dental services (e.g., brochures, forms, a list of community agencies that can assist with dental services, etc.)
- Materials that provide parents of homeless students with information about local mental health services (e.g., brochures, forms, a list of community agencies that can assist with mental health services, etc.)
- Materials that provide parents of homeless students with information about other appropriate services (e.g., brochures, forms, or a list of community agencies that can assist with appropriate services such as basic needs and housing, etc.) **NOTE:** All of this information may be in one brochure or booklet.

---

**Compliance Item CIXC-2:** The Local Educational Agency (LEA) shall ensure that transportation is provided, at the request of the parent, guardian, unaccompanied youth, or local homeless liaison, to and from the school of origin, in accordance with the McKinney-Vento Act requirements. The LEA homeless liaison shall ensure that the parents or guardians of a homeless

child or youth and any unaccompanied youth are fully informed of all transportation services, including transportation to the school of origin as described in paragraph (1)(J)(iii) of the McKinney-Vento Act, and shall assist in accessing transportation to the school that is selected under paragraph (3)(A) of the McKinney-Vento Act. **NOTE: This compliance item pertains to coordination with the LEA's transportation department to ensure homeless students and their families are informed of and provided transportation services.**

*Section 722(g)(1)(J)(iii), (g)(4)(A), P.L.107-110*

**Review Question(s)**

- How does the LEA homeless liaison assure that the LEA's director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, including the requirement to coordinate with neighboring LEAs when a student has to move to a neighboring LEA due to loss of housing under McKinney-Vento?
- What funds have been used to provide homeless children and youth transportation to their school of origin?
- With how many other LEAs does this LEA share a geographic boundary? With how many of these neighboring LEAs does the LEA have a written inter-LEA Transportation agreement to transport homeless students to and from the school of origin across LEA boundaries? If not, what is the process for transporting homeless students across LEA boundaries?
- How are homeless families/unaccompanied youth informed, in writing, about their child(ren)'s/own educational right(s) to remain in the school of origin and receive transportation from the LEA?
- How are homeless families/unaccompanied homeless youth informed of the availability of other transportation services offered by their school or the LEA (comparable transportation services)?
- How many homeless families and their children and youth, including unaccompanied youth, have requested transportation to and from the school of origin? How many have received the requested transportation?

**Documents to Support Compliance**

- Documentation indicating that the director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, e.g., email communication with the director of transportation, transportation staff training documentation, LEA leadership meeting agenda and handouts, etc.
- Materials that provide parents of homeless families/unaccompanied homeless youth with information about their right to request transportation to the school of origin. Materials that provide parents of homeless families/ unaccompanied homeless youth with information about comparable transportation services, if available?
- Copies of executed Inter-LEA Transportation Agreements or LEA homeless student transportation procedures, if any.
- The report that indicates the number of homeless families and students requesting transportation to and from the school of origin and the number receiving and denied transportation to and from the school of origin

**Compliance Item CIXC-3:** The Local Educational Agency (LEA) homeless liaison shall coordinate and collaborate with community personnel responsible for the provision of educational and related services to homeless children and youth. The LEA shall inform community personnel, service providers, and advocates working with homeless families, guardians, and unaccompanied youth of the duties of the LEA homeless liaison. **NOTE: This compliance item pertains to coordination and collaboration with community personnel, service providers, and advocates working with homeless families and youth.**

*Section 722(g)(6)(B), (g)(6)(C), P.L.107-110*

**Review Question(s)**

- What are the organizational names of the health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the dental service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the mental health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of other service or resource providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work; e.g., housing authority, job training programs, employment agencies, faith-based organizations, civic and service organizations, business partners, etc.?
- How does the LEA disseminate the name, contact information, and a description of the duties of the homeless liaison? When was this information most recently disseminated?

**Documents to Support Compliance**

- Annual email to community partners with the liaison's name, contact information, and duties or other documentation with this information
- List of community partners or collaborators receiving this correspondence
- Coordination correspondence, e.g., emails or memoranda
- Coordination documents, such as printed materials distributed to partners, agenda/minutes of meetings attended by the LEA's homeless liaison, cooperative agreements, etc.

---

**Compliance Item GIXC-1:** The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services under the McKinney-Vento Act, such as schools in the LEA. **NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in schools in the LEA.**

*Section 722(g)(6)(A)(v), P.L.107-110*

**Review Question(s)**

- Where (in what areas) are public notices of the educational rights of homeless children and youth posted in the LEA?
- How does the homeless liaison verify that written public notice is posted in each school and main LEA office?

- Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

**Documents to Support Compliance**

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of schools verifying that written public notice of educational rights of homeless children and youth is posted in each school

---

**Compliance Item GIXC-2:** The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services in the community under the McKinney-Vento Act, such as family shelters, soup kitchens, etc. **NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in the community.**

*Section 722(g)(6)(A)(v), P.L.107-110*

**Review Question(s)**

- Where (name the places) are public notices of the educational rights of homeless children and youth posted in the community?
- How does the homeless liaison verify that written public notice is posted in these community locations?
- Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

**Documents to Support Compliance**

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of community agencies or public buildings verifying that written public notice of educational rights of homeless children and youth is posted in each agency and public building

---

**Compliance Item HIXC-1:** The Local Educational Agency (LEA) shall ensure that homeless children and youth enroll in, and have a full and equal opportunity to succeed in, the LEA's schools, and shall ensure that such children and youth have an opportunity to meet the same challenging state student academic achievement standards to which all students are held. **NOTE: This compliance item pertains to ensuring homeless students have full opportunity to succeed in school.**

*Sections 721(4) and 722(g)(6)(A)(ii), P.L.107-110*

**Review Question(s)**

- What percent of days are homeless students in attendance compared to non-homeless students?
- How do schools in the LEA ensure the highest possible school attendance of homeless students?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in student progression including high school diploma type (regular, special, or GED)?
- How do the high schools in the LEA work with homeless students to earn the credits necessary for graduation?

- How do schools in the LEA ensure that unaccompanied homeless students are fully engaged in the LEA's academic program and extracurricular activities?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in performance achievement on state standardized tests in Reading and Math?
- How do schools in the LEA determine the aspect(s) of a homeless student's situation that should be addressed in order for that student to succeed on state standardized tests?
- How do schools in the LEA ensure that homeless students are prepared to succeed on state standardized tests?
- How do schools in the LEA use attendance, academic performance, and graduation data to monitor the effectiveness of their efforts for homeless students?

**Documents to Support Compliance**

- The report that compares homeless students to non-homeless students, and includes the:
  - number and percent attending school
  - number and percent being promoted to the next grade level or receiving a high school diploma (regular, special, or GED)
  - number and percent scoring proficient or above on the Reading and Math state standardized tests?

**Compliance Item IIXC-1:** The Local Educational Agency (LEA) shall comply with providing comparable Title I, Part A services to homeless students attending non-Title I schools. **NOTE: This compliance item pertains to the Title I Homeless set-aside.**

*Section 1113(c)(3), P.L.107-110*

**Review Question(s)**

- What services are provided to homeless children and youth in non-Title I schools that are provided to homeless students in Title I schools?
- How does the LEA Title I office collaborate with the homeless liaison on the use of the Title I reservation?
- What methodology is used to determine the amount of funds reserved (set aside) to provide services to students identified as homeless?
- What amount of Title I, Part A funds was set aside for the current school year?
- What percent of the liaison's salary is funded by Title I, Part A funds? What percent of the liaison's duties are spent on Title I activities other than those pertaining to homeless students and their families?

**Documents to Support Compliance**

- Copy of the Title I, Part A expenditure report showing Title IX, Part C set-aside allotment and expenditures from previous school year
- The report that indicates the number of homeless students receiving Title I services in non-Title I schools, including a list of services provided, during the previous school year
- The report that indicates the number of homeless students receiving Title I services in Title I schools, including a list of services provided, during the previous school year
- Written documentation of planning and collaboration meetings for the Title I allocation of funds for homeless students for the current year's Title I, Part A application
- Copy of the current year's Title I, Part A application section pertaining to the needs that are being addressed by the Title I, Part A Homeless set-aside, the activities that are being

supported by the Title I, Part A Homeless set-aside, and the amount of the Title I, Part A Homeless set-aside

- Copy of the homeless liaison's position description, showing percentage of time of duties
- Copy of homeless liaison's time and effort log (if applicable)

---

**Compliance Item IIXC-2:** The Local Educational Agency (LEA) shall use Title IX, Part C funds for activities authorized under the McKinney-Vento Act. Applicable to sub-grantees only.

**NOTE: This compliance item pertains to use of funds for authorized activities.**

*Section 723(d), P.L.107-110*

**Review Question(s)**

- Looking at each line item in the LEA's previous year's application and/or amendment(s), were funds spent in the manner specified?
- What percent of the LEA's total Title IX, Part C sub-grant funds were expended in the previous year?
- If the amount of Title IX, Part C sub-grant funds expended was less than 100 percent, why were the remaining funds not expended?
- If the amount of funds expended in the previous school year was less than 100 percent, how will the LEA assure that all Title IX, Part C sub-grant funds will be expended for the benefit of homeless students in the current year?
- Are Title IX, Part C funds used to cover the salary of the LEA homeless liaison? If so, what percent of the liaison's salary is funded by Title IX, Part C sub-grant funds?

**Documents to Support Compliance**

- FDOE Project Report (*Do not upload; FDOE has documentation on file.*)
- FDOE Project Disbursement Report Form (i.e., DOE 399)

---

**Compliance Item IIXC-3:** The Local Educational Agency (LEA) shall maintain appropriate control over all property purchased with Title IX, Part C funds. **Applicable to sub-grantees only.**

*Section 80.32(c), EDGAR*

**Review Question(s)**

- How has the LEA kept track of inventory purchased with Title IX, Part C sub-grant funds?
- When does the LEA reconcile its property records and how?
- When the LEA no longer needs or uses the property purchased with Title IX, Part C funds, what is done with the property?

**Documents to Support Compliance**

- LEA property inventories

---

**Compliance Item KIXC-1:** The Local Educational Agency (LEA) shall inform parents or guardians of homeless children and youth or unaccompanied youth of the educational and related opportunities available to their children or them and shall provide parents or guardians with meaningful opportunities to participate in the education of their children. **NOTE: This compliance item pertains to parent involvement and similar requirements for unaccompanied youth in the absence of a parent or guardian.**

*Section 722 (g)(6)(A)(iv), P.L.107-110*

**Review Question(s)**

- What is the name of the document(s) that the LEA provides written notification of the educational rights and related educational opportunities to homeless families/unaccompanied youth (i.e., brochures, letters, newsletters, etc.)?
- How does the LEA assure that this notification is received by homeless families/unaccompanied youth?
- How does the LEA provide information on the rights of homeless children and youth addressed in the McKinney-Vento Act; e.g., posting notices at schools, at parent meetings, open houses, and/or other awareness events?
- How does the LEA provide meaningful opportunities for parents to participate in the education of their children? Such opportunities might include parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities.

**Documents to Support Compliance**

- Copies of written notification of the educational rights and related opportunities for parent involvement provided to homeless families/unaccompanied youth in a language parents and youth can understand such as brochures, newsletters, or flyers
- Sample agendas of parent meetings, open houses, parent awareness sessions and/or other events showing that LEA Homeless Education Program staff or school staff presented information to parents or guardians or unaccompanied homeless youth on educational and related opportunities available to their children or them.
- Examples of meaningful opportunities for parents to participate in the education of their children, such as parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities
- Correspondence to homeless parents, or newsletters (e.g., Title I Newsletter) with information on homeless students and the educational and related opportunities available to them or their parents

**School Board of Gadsden County, Florida**  
**CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2020-2021**  
**Year 3 of 3-year Award**  
**Subject to conditions below for renewal**

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the “RECIPIENT”, organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Mrs. Tammy Hinson, a contractor with her principal place of business at P.O. Box 925, Havana, FL 32333 for the purposes of providing professional services for the homeless program, herein referred to as “CONTRACTOR”. The contractual agreement will establish uniform administrative requirements for the Contractor and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions for contracted services to Gadsden County as a provider of services for the Title IX Homeless Education program and as further set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT. The CONTRACTOR is not a sub-recipient, but is instead a vendor.

**The RECIPIENT and the CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds are awarded annually by the Florida Department of Education for Title IX McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon completed deliverables, satisfactory evaluation, Superintendent approval, and continued funding of the Title IX McKinney-Vento grant by the Florida Department of Education.**

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless specialist services for Title IX during the 2020-2021 school year, beginning July 1, 2020 until June 30, 2021. Such activities include, but are not limited to: identification of homeless students and their families; identification of unaccompanied youth; outreach services for homeless students and unaccompanied youth; facilitation and connection of services for homeless students and unaccompanied youth and homeless students' families; enhancing staff, community and school awareness of homeless students, their rights, and their needs; and other activities as detailed below (“Performance Activities”). Any changes to the Services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be Mrs. Tammy Hinson.



## Performance Activities and Deliverables

FY 2020-2021

### Homeless Outreach Specialist

Monthly documentation of all components must be submitted for payment.

Upon acceptance of contract – through June 30, 2021

#### **Programmatic:**

- Review, develop, and/or revise written procedures as necessary for homeless student identification including unaccompanied youth.
- Review, develop, and/or revise written procedures as necessary for implementing all homeless and unaccompanied youth School Board Policies, according to requirements of Elementary and Secondary Education Act (ESSA).
- Ensure finalized written procedures of Homeless Board Policies are being implemented accordingly and revised as implementation dictates.
- Review, develop, and/or revise written procedures as necessary for referrals of students to academic supports.
- Review, develop, and/or revise and implement plans for addressing at-risk warning signs in homeless students and unaccompanied youth, including falling attendance patterns and low academic proficiency in core subjects
- Disseminate results of early warning indicators with school staff and community partners so that plans can be implemented as soon as practicable, including follow up and documentation of interventions.
- Review, develop, and/or revise a Resource Directory and/or update service provider contact information as necessary.
- Review, develop, and/or revise and disseminate posters that clearly spell out student and family rights under the homeless policies of McKinney-Vento and post at all schools and throughout the community.
- Review, develop, and/or revise and complete Family Member Attendance spreadsheet to collect data year round on family participation.
- Disseminate in-take forms, as necessary, to schools and agencies. Forms should include all critical information to ensure connection to services. Completed forms will be retained by the Homeless Program Office with copies sent back to the school data intake persons to input coding for homeless students into Skyward.
- Disseminate the Residency Questionnaire to collect all critical information for program compliance and documentation of homelessness.
- Review, revise, and disseminate the Referral Form as necessary to collect all critical information for program compliance.
- Review newsletter format and publish newsletter quarterly to be disseminated through back pack at each school. Homeless requirements include all schools, not just Title I schools.
- Develop, schedule, and provide homeless training sessions, as necessary. Sessions must include, at a minimum, Gadsden County School Transportation, School Guidance Counselors, and Food Service Department each semester. A wider awareness training plan should be developed to ensure all stakeholders are aware of rights of the Homeless Students and Unaccompanied Youth.
- Ensure immediate enrollment and connections to school interventions, adequate transportation and meals for the homeless students and unaccompanied youth are being provided and monitor frequently enough to ensure services are being provided.
- Collect data for homeless activities, enrollments, attendance, and other related activities as documentation of compliance deliverables.
- Do monthly site visits to the schools to review enrollments, attendance, intervention placement, and

other issues that may result in providing services to homeless students and unaccompanied youth.

- Review Surveys 2, 3, and 5 from FDOE for accuracy of district MIS data on homeless reports and request data changes as necessary.
- Develop and disseminate a homeless training tool-kit for parents and sensitivity training sessions including components addressing the importance of daily attendance and good behavior designed to ensure increased student proficiency.
- Collect the nine-week academic reports, state assessment scores, graduation rates, career education choices, industry certifications and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students.
- Document baseline data and communicate with parents to positively affect attendance and behavior trends.
- Collect data and collaboratively prepare the mid-year and annual reports required for FDOE
- Present DRAFT versions of report(s) to immediate supervisor for review/revisions; and then present final version of the reports to the Director of Federal Programs who will submit all reports to FDOE.
- Finalize mid-year report by deadline; prepare annual reports required by FDOE by deadlines; assist with close out activities of project for previous year project; present DRAFT versions of reports to immediate supervisor for review/revisions; and then present final versions of the reports to the Director of Federal Programs who will submit all reports to FDOE.

**Partners:**

- Prepare and recruit partner agreements of Memoranda of Understanding (MOUs) to establish services between Gadsden County School District, community county/city partners, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, ESE, CTE, ESOL/EL, Title I, Migrant, Head Start, and other district programs.
- At a minimum, schedule and hold quarterly meetings (September, January, March, May) with partners from community/county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services.
- Develop and provide awareness presentations for community partners about homeless definitions and services, as well as student rights.

**Students and Parents:**

- Organize and implement outreach activities to identify homeless families and unaccompanied youth, (i.e., distributing homeless posters in frequent areas for target population, plan community events, and attend community events and activities to speak on and disseminate homeless information).
- Upon identification of homelessness, facilitate immediate enrollment of identified homeless students and unaccompanied youth through MIS student enrollment data.
- Upon identification of needs, connect homeless students and unaccompanied youth to school services and any extra interventions necessary to assist with their successful academic pursuits and monitor frequently to ensure implementation with fidelity.
- Upon identification of needs, facilitate any necessary transportation based on student needs.
- Develop and administer a survey for parents to determine agenda items for parent workshops.
- Develop, schedule, and deliver monthly parent workshops on various subjects identified by survey results.
- Collect attendance reports monthly (each site, each student with 3 or more unexcused absences) to review excessive absenteeism patterns of students
- Develop and implement attendance strategies for at-risk homeless students and unaccompanied youth to share with homeless staff, visiting teachers, and school level staff.
- Collect the nine-week academic reports, state assessment scores, career education choices/industry

certifications, behavior, and attendance data for all school levels of homeless students and unaccompanied youth from the previous school year to establish baseline data for homeless students. Document and communicate with parents to positively affect attendance and behavior trends.

- Work with secondary schools and Gadsden Technical Center (GTI) to establish increased opportunities and processes to link homeless students and unaccompanied youth with career education opportunities.
- Work monthly with early learning centers and HeadStart/VPK program to establish increased opportunities and processes to link homeless students with early learning and preK services.

**Supporting Documentation for monthly invoices:**

- MIS reports, state assessment reports, certification reports; minutes; agendas; sign-in sheets; recommended changes to policies, forms, or data to be collected; newsletters; attestation of dissemination; early learning, preK, and career opportunities and processes; partner meetings; tool-kit; home site visit reports; communications with schools, parents, social service staff; written procedures; academic referral forms; revised in-take form; revised referral form; revised Residency Questionnaire; Family Member Attendance spreadsheet; written homeless procedures to support Board Policies; unaccompanied youth procedures; annual training schedule, agendas, sign-in sheets, minutes; survey results; resource materials; transportation requests; enrollment records; posters; list of sites where posters are displayed; announcements; awareness presentation; revised and completed Resource Guide; signed MOUs; baseline activities; and end of year activities.

***SPECIAL NOTE: Contractor must work collaboratively with Homeless Liaison to collect and retain all the data required for monitoring homeless programs required by Florida Department of Education (FDOE) – see addendum for all reporting compliance items. Documentation must be kept on file at Gadsden County School District so the district liaison can respond to any FDOE inquiries.***

**ARTICLE 3. DURATION OF AGREEMENT**

This AGREEMENT shall begin on December 2, 2019 and end on June 30, 2020 contingent upon the approval and funding as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review.

**ARTICLE 4. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Advance</b>	means a payment made by Treasury check or other appropriate payment mechanism to a Contractor or sub-recipient upon its request either before outlays are made by the Contractor or through the use of predetermined payment schedules.
<b>Award</b>	means financial assistance that provides support or stimulation to accomplish a public purpose.
<b>Contract</b>	means a procurement contract under an award or sub-award, and a procurement sub-contract under a recipient’s contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. Contractors are not sub-recipients.
<b>Date of Completion</b>	means the date on which all work under an award is completed by the sub-recipient or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
<b>Project costs</b>	means all allowable costs, as established in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.

<b>Term</b>	<b>Definition</b>
<b>Project period</b>	means the period established in the award document during which Board Approval begins and federal sponsorship ends for that fiscal year.
<b>Recipient</b>	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
<b>Sub-Recipient</b>	means the legal entity or individual to which a contract is made and which is accountable to the recipient for the use of the funds provided and services funded in all the same ways that the recipient is bound to report and comply with all regulations of the federal award. This is NOT a sub-recipient relationship.
<b>Vendor/Contractor</b>	means the legal entity to which a contract is made and which is accountable to the recipient for the use of the funds provided and specific services contracted. This is NOT a sub-recipient relationship.
<b>Termination</b>	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
<b>Working Capital</b>	means a procedure whereby funds are advanced to the recipient to cover its estimated disbursement needs for a given initial period.

**ARTICLE 5. PAYMENT**

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to Mrs. Tammy Hinson up to and not exceeding \$22,000 (twenty-two thousand) dollars in equal monthly increments of \$1,833.33 from date of approval until end of project period. Invoices shall be prepared and addressed to: Ms. Vicki Muse Johnson, Coordinator of Homeless Programs for Gadsden County Schools. The monthly invoices will be sent in by the end of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(b). The CONTRACTOR shall not pledge the RECIPIENT’S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is up to and no more than \$22,000.00, in equal monthly increments.

**ARTICLE 6. PUBLIC RECORDS**

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida’s Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

**ARTICLE 7. ACCESS AND RETENTION OF RECORDS**

The RECIPIENT shall have access to all CONTRACTOR’S records that are directly pertinent to this AGREEMENT. The CONTRACTOR shall retain all required records for five (5) years after

the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

**ARTICLE 9. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent CONTRACTOR and not an employee or agent of the RECIPIENT. CONTRACTOR is not a sub-recipient, but is instead a VENDOR. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent CONTRACTOR in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

**ARTICLE 12. ADMINISTRATION OF AGREEMENT**

- (a) The RECIPIENT'S contract administrator and contact is Mrs. Tammy Hinson and/or her designee.
- (b) The CONTRACTOR contract administrator and contact is Ms. Vicki Muse Johnson, Coordinator of Homeless Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

**ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**CONFLICT OF INTEREST:** As of the date of this Agreement, the CONTRACTOR is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the Agreement. CONTRACTOR agrees that they are and will remain in a state that is not a conflict of interest at any time during the administration of this project award.

**ARTICLE 14. ENFORCEMENT**

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mrs. Tammy Hinson have executed this AGREEMENT.

\_\_\_\_\_  
Mrs. Tammy Hinson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Roger P. Milton  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ms. Audrey Lewis  
Chairwoman, Gadsden County School Board

\_\_\_\_\_  
Date

**ADDENDUM**  
**Florida Department of Education**  
**Monitoring Compliance Items**

**Florida Department of Education**  
**2018-2019 Monitoring Title IX, Part C, Homeless Education Program**

**Compliance Item AIXC-1:** The Local Educational Agency (LEA) shall develop, review, and revise policies to remove barriers to the enrollment and retention of homeless children and youth in schools in the LEA. The LEA shall adopt policies to ensure that:

- Homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school;
- Homeless children and youth are identified based on the McKinney-Vento Act definition;
- Homeless children and youth have access to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held;
- Homeless preschool-aged children and their families have access to educational services for which they are eligible, including preschool programs administered by the LEA;
- Barriers are removed that affect the enrollment and retention of homeless children and youth in schools in the LEA;
- Issues are addressed such as guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation;
- Homeless children and youth are enrolled immediately;
- Homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless;
- Homeless children and youth have the right to remain in their school of origin and dispute school selection, if other than school of origin; and
- Transportation is provided to homeless children and youth, at the request of the parent, guardian, or unaccompanied youth, to and from the school of origin and includes the provision for inter-LEA transportation, in accordance with the McKinney-Vento Act.

**NOTE: This compliance item pertains to evidence of the LEA's policies that address the requirements of the McKinney-Vento Act.**

*Sections 721 (1), (2), (3), (4); 722 (g)(1)(I), (g)(1)(J), (g)(3), (g)(4), (g)(5), (g)(6), (g)(7); 725(2), P.L.107-110*

**Review Question(s)**

- Has the LEA established a homeless student school board policy that addresses the requirements of the McKinney-Vento Act?
- When were these policies adopted or last revised?
- Are these policies currently included in the online school board policy manual?
- When did the LEA last review the homeless student policy for compliance with the McKinney-Vento Act?
- How did the LEA review its homeless student policy? (Note: The FDOE has developed a policy review checklist that FDOE staff uses to review the LEA's homeless students policies for this compliance item. If you would like a copy, please download one from the Monitoring Toolkit or contact the Homeless Education Program staff.) What were the findings?

**Documents to Support Compliance**

- Homeless students school board policy addressing McKinney-Vento Act requirements including:



- an assurance that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth, to include receiving comparable services offered to other students in the school
- the identification of homeless students based on the McKinney-Vento definition
- the access of homeless children and youth to the education and other services that such students need to ensure that such students have an opportunity to meet the same challenging state student academic achievement standards to which all students are held
- the access of homeless preschool-aged children and their families to educational services for which they are eligible, including preschool programs administered by the LEA
- the removal of barriers that affect the enrollment and retention of homeless children and youth in schools in the LEA
- guardianship and transportation, immunization, residency, birth certificates, school records, and other documentation
- immediate enrollment of homeless students
- an assurance that homeless children and youth are not stigmatized or separated, segregated, or isolated on the basis of their status as homeless
- the rights of homeless students to remain in their school of origin and their right to dispute school selection, if other than school of origin
- a provision of transportation, at the request of the parent or guardian, to and from the school of origin, including the provision for inter-LEA transportation
- Screenshot of homeless students school board policy on the LEA's website
- Minutes of school board's approval and final adoption of school board policy (if policy adoption or revision is less than three years ago)

---

**Compliance Item AIXC-2:** The Local Educational Agency (LEA) shall designate a local homeless liaison to carry out the duties described in section 722 (g)(6) of the McKinney-Vento Act. The LEA shall inform school personnel of the duties of the LEA homeless liaison. **NOTE: This compliance item pertains to the designation of a local homeless liaison and the provision of information of the duties of the liaison to school personnel.**

*Section 722 (g)(1)(J)(ii), (g)(6), (g)(6)(B), P.L.107-110*

**Review Question(s)**

- What is the name and contact information of the person designated as the homeless liaison for the LEA?
- How does the LEA make sure that school personnel know the name, contact information, and duties of the LEA homeless liaison?
- To whom is this information provided at the school level (e.g., school registrars, guidance counselors, principal, assistant principal, etc.)?
- When was the last time this information was provided to school personnel?

**Documents to Support Compliance**

- Evidence that the LEA informed school personnel of the name of the local homeless liaison as well as the duties of the homeless liaison. Acceptable evidence includes:
  - e-mail to school homeless contacts and other key school personnel containing the liaison's name, contact information, and outline of the liaison's duties or other

documentation at least once per year and/or whenever there is a change in the person serving as the liaison

- o A presentation slide with meeting date or meeting agenda and handouts containing information about the name and duties of the local homeless liaison

NOTE: Only upload documents that pertain to informing school personnel of the name of the local homeless liaison and his or her duties. Other McKinney-Vento Act staff training and materials should be uploaded in AIXC-3.

---

**Compliance Item AIXC-3:** The Local Educational Agency (LEA) liaison shall ensure that homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies. The LEA shall ensure that school staff immediately enrolls homeless students, including unaccompanied youth, even if those students do not have appropriate records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The enrolling school shall immediately contact the school last attended by a homeless child or youth to obtain relevant academic and other records. If the child or youth needs to obtain immunizations, or immunization or medical records, the enrolling school immediately shall refer the parent or guardian of the child or youth to the LEA homeless liaison. The liaison shall assist in obtaining necessary immunizations or immunization or medical records. The LEA shall maintain homeless students' records so they are available in a timely fashion when homeless students enter a new school or LEA. **NOTE: This compliance item pertains to the identification and enrollment of homeless children and youth.**

*Section 722(g)(3)(C), (g)(3)(D), (g)(6)(A)(i), P.L.107-110*

**Review Question(s)**

- Provide as documentation a list of the name and title of the homeless contact person in each school building. How is this person selected? How often does the homeless liaison have contact with this person?
- How do the schools in the LEA determine when an enrolled student becomes homeless?
- How do the schools in the LEA determine whether an enrolling student is homeless? Does the student enrollment or residency form include a section for homeless families and youth to check nighttime residence and causes for homelessness? If not, how does the LEA capture this information from homeless families and youth?
- How do the schools in the LEA determine when an enrolled homeless student becomes unaccompanied?
- How do the schools in the LEA identify unaccompanied youth during the enrollment process?
- Does the student enrollment or residency form include a section to identify unaccompanied youth?
- How do the schools in the LEA ensure that homeless students are enrolled immediately, even if they do not have appropriate records and documentation, as is required in the McKinney-Vento Act?
- How do the schools in the LEA assist the enrolling homeless student obtain required enrollment documentation, including relevant academic and other records from the previously attended school?

- When do the schools in the LEA refer homeless families and unaccompanied youth to the homeless liaison?
- How does the LEA's homeless liaison assist in obtaining necessary immunizations or immunization or medical records for newly enrolled homeless students?
- What professional development has the LEA provided in the last 12 months to school personnel, including guidance counselors, front-line staff, and others who help with enrollment, on the requirements of the McKinney-Vento Act and best practices in homeless education?
- Does the LEA encourage appropriate staff to participate in training or webinars offered by the FDOE National Center for Homeless Education, or other agencies working with homeless children and youth and their families? If so, how many LEA staff and school staff participated in these activities?
- What technical assistance on the requirements of the McKinney-Vento Act does the LEA provide school personnel?
- How does the LEA stress the importance of confidentiality of homeless issues with all staff members, especially front-line staff?
- For the most recently completed school year, how many students were enrolled in the LEA's Free and Reduced-Price Lunch Program (FRPLP)? How many students in the LEA were identified as homeless? What was the percentage of homeless students compared to the LEA's FRPLP enrollment?
- How many schools in the LEA have a FRPLP enrollment of over 80 percent and a homeless identification of less than five (5) percent of the FRPLP enrollment? How does the LEA address with these schools the possible under-identification of homeless students?

#### **Documents to Support Compliance**

- List of schools in the LEA and the names and contact information of their homeless contact persons
- Student enrollment or residency form (in English and Spanish as applicable)
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form
- List, including dates, of professional development and other activities for educators, pupil services personnel, and school staff (such as principals, assistant principals, registrars, etc.) that are designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youth, the rights of such children and youth, including enrollment requirements, and the specific educational needs of runaway and homeless youth
- Copies of training PowerPoints and handouts
- E-mail or other type of correspondence informing school personnel of McKinney-Vento training offered by Florida Department of Education, National Center for Homeless Education, or other agencies working with homeless children and youth and their families
- E-mails or other type of correspondence informing parents, teachers, school personnel of Technical assistance papers, e-mails, or memoranda on the requirements of the McKinney-Vento Act
- Caregiver form for unaccompanied homeless youth or other non-custodial guardianship form

**Compliance Item AIXC-4:** The Local Educational Agency (LEA) shall prohibit schools from referring homeless children or youth to, or requiring homeless children and youth to enroll in or attend a separate (segregated) school or a separate program within a school, based on their status as homeless. **NOTE: This compliance items pertains to the prohibition of separating or segregating homeless students into a separate school or program.**

*Section 722 (g)(1)(J)(i), P.L.107-110*

**Review Question(s)**

- Did the LEA have a separate (segregated) school for homeless students?
- Are homeless students educated in a separate (segregated) classroom?

**Documents to Support Compliance**

- List of LEA schools and the number of homeless and non-homeless students per school (most recently completed yearly data)

---

**Compliance Item AIXC-5:** The Local Educational Agency (LEA) serving each child or youth who becomes homeless, and according to the child's or youth's best interest, shall continue his or her education in the school of origin for the duration of homelessness. If the LEA has determined it is not feasible to keep a homeless student in the school of origin, and this determination is contrary to the wishes of the student's parent or guardian or the unaccompanied youth, the LEA shall provide a written explanation, including the right to appeal, to the homeless child's or youth's parent or to the unaccompanied youth. The LEA shall develop and implement a dispute resolution process when a homeless student's parent or guardian or an unaccompanied youth disputes the enrollment process. The LEA homeless liaison shall ensure that enrollment disputes are mediated in accordance with paragraph (g)(3)(E) of the McKinney-Vento Act. **NOTE: This compliance item pertains to the dispute resolution process.**

*Section 722(g)(3), (g)(3)(B), (g)(3)(E), (g)(6)(A)(vi), P.L.107-110*

**Review Question(s)**

- When was the LEA's dispute resolution process adopted?
- How has the dispute resolution process changed in the last five school years? When did these changes occur? Who participated in the development of the changes to the dispute resolution process?
- How does the LEA ensure that the dispute resolution process meets the requirements of the McKinney-Vento Act?
- How is the LEA homeless liaison informed of an enrollment dispute? What are the first steps taken to resolve the dispute before a formal dispute is lodged with the LEA? In the most recently completed school year, how many disputes were formally lodged with the LEA?
- How many formal disputes were conveyed to the state office for resolution?
- How has the LEA homeless liaison ensured enrollment disputes were mediated in accordance with the McKinney-Vento Act?

**Documents to Support Compliance**

- List of school placement feasibility criteria
- Dispute resolution policy, procedure, or process
- Dispute resolution forms (school level and LEA level)
- A template or example of a written explanation of the school's decision regarding school placement, including the parent's or unaccompanied homeless youth's right to appeal decisions

---

**Compliance Item AIXC-6:** The Local Educational Agency (LEA) promptly shall provide the following services to each homeless child or youth in grades K-12: all educational services for which the child or youth is eligible (e.g., Title I, English language learners (ELLs), Individuals with Disabilities Education Act); programs in vocational and technical education; programs for gifted students; and school nutrition programs (e.g., free meals). **NOTE: This compliance item pertains to homeless children and youth in grades K-12.**

*Section 722 (g)(4)(B), (g)(4)(C), (g)(4)(D), (g)(4)(E), P.L.107-110*

**Review Question(s)**

- How does the LEA assess the needs of homeless students and provide them with eligible educational services, vocational and technical education programs, and gifted programs?
- How has the LEA ensured homeless children and youth immediately are enrolled in the school nutrition program and receive free meals?

**Documents to Support Compliance**

- Screening assessment forms or documents used to determine homeless students' qualification to participate in certain supplemental academic programs, such as ELL, ESE, vocational education, gifted, and other educational programs offered by the LEA.
- The report that indicates the:
  - number of K-12 homeless students in educational programs for ELLs
  - number of K-12 homeless students in educational programs for students with disabilities
  - number of K-12 homeless students in vocational and technical education programs
  - number of K-12 homeless students in educational programs for gifted students
  - number of K-12 homeless students in school nutrition programs
- School nutrition program enrollment form or liaison's documentation of enrolling homeless students in the LEA's nutrition programs.

---

**Compliance Item AIXC-7:** The Local Educational Agency (LEA) shall ensure that homeless families and their preschool-aged children receive educational services for which they are eligible, including Head Start, Even Start, and other preschool programs administered by the LEA. **NOTE: This compliance item pertains to homeless preschool-aged children. If the LEA does not administer preschool programs, this compliance item does not apply.**

*Section 722 (g)(6)(A)(iii), P.L.107-110*

**Review Question(s)**

- Does the LEA administer preschool programs?
- How does the LEA ensure homeless preschool-aged children are identified?
- How does the LEA ensure homeless preschool-aged children have equal access to the same public preschool programs, administered by the LEA, as provided to other children?

**Documents to Support Compliance**

- A list of the preschool programs administered by the LEA, including Head Start and Even Start programs
- The report that indicates the number of homeless preschool-aged students in preschool programs administered by the LEA, including Head Start and Even Start programs
- Promotional materials for parents pertaining to the LEA's preschool programs (e.g., brochures, referral forms, etc.)

- LEA's preschool programs enrollment form

---

**Compliance Item BIXC-1:** The Local Educational Agency (LEA) uses funds awarded under the Title IX, Part C sub-grant for activities that carry out the purpose of the McKinney-Vento Act.

**Applicable to sub-grantees only.**

*Section 723(c)(4), P.L.107-110*

**Review Question(s)**

- Does the LEA receive a Title IX, Part C sub-grant?
- What types of supplemental activities does the LEA provide with Title IX, Part C funds to carry out the purpose of the McKinney-Vento Act?

**Documents to Support Compliance**

- List of previous grant year's completed Title IX, Part C activities
- List of previous grant year's completed Title IX, Part C deliverables
- Copy of homeless liaison's time and effort log (if applicable) for the previous school year

---

**Compliance Item CIXC-1:** The Local Educational Agency (LEA) shall refer homeless families and their children and youth, including homeless preschool-aged children, to health care services, dental services, mental health services, and other appropriate services. **NOTE: This compliance item pertains to coordination with other service providers for referrals to health care services, dental services, mental health services, and other appropriate services.**

*Section 722 (g)(6)(A)(iii), P.L.107-110*

**Review Question(s)**

- How does the LEA refer families and their children and youth to health care services?
- How does the LEA refer families and their children and youth to dental services?
- How does the LEA refer families and their children and youth to mental health services?
- How does the LEA refer families and their children and youth to other appropriate services such as basic needs and housing?

**Documents to Support Compliance**

- Materials that provide parents of homeless students with information about local health care services (e.g., brochures, forms, a list of community agencies that can assist with health care services, etc.)
- Materials that provide parents of homeless students with information about local dental services (e.g., brochures, forms, a list of community agencies that can assist with dental services, etc.)
- Materials that provide parents of homeless students with information about local mental health services (e.g., brochures, forms, a list of community agencies that can assist with mental health services, etc.)
- Materials that provide parents of homeless students with information about other appropriate services (e.g., brochures, forms, or a list of community agencies that can assist with appropriate services such as basic needs and housing, etc.) **NOTE:** All of this information may be in one brochure or booklet.

---

**Compliance Item CIXC-2:** The Local Educational Agency (LEA) shall ensure that transportation is provided, at the request of the parent, guardian, unaccompanied youth, or local homeless liaison, to and from the school of origin, in accordance with the McKinney-Vento Act requirements. The LEA homeless liaison shall ensure that the parents or guardians of a homeless

child or youth and any unaccompanied youth are fully informed of all transportation services, including transportation to the school of origin as described in paragraph (1)(J)(iii) of the McKinney-Vento Act, and shall assist in accessing transportation to the school that is selected under paragraph (3)(A) of the McKinney-Vento Act. **NOTE: This compliance item pertains to coordination with the LEA's transportation department to ensure homeless students and their families are informed of and provided transportation services.**

*Section 722(g)(1)(J)(iii), (g)(4)(A), P.L.107-110*

**Review Question(s)**

- How does the LEA homeless liaison assure that the LEA's director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, including the requirement to coordinate with neighboring LEAs when a student has to move to a neighboring LEA due to loss of housing under McKinney-Vento?
- What funds have been used to provide homeless children and youth transportation to their school of origin?
- With how many other LEAs does this LEA share a geographic boundary? With how many of these neighboring LEAs does the LEA have a written inter-LEA Transportation agreement to transport homeless students to and from the school of origin across LEA boundaries? If not, what is the process for transporting homeless students across LEA boundaries?
- How are homeless families/unaccompanied youth informed, in writing, about their child(ren)'s/own educational right(s) to remain in the school of origin and receive transportation from the LEA?
- How are homeless families/unaccompanied homeless youth informed of the availability of other transportation services offered by their school or the LEA (comparable transportation services)?
- How many homeless families and their children and youth, including unaccompanied youth, have requested transportation to and from the school of origin? How many have received the requested transportation?

**Documents to Support Compliance**

- Documentation indicating that the director of transportation is aware of the school of origin and comparable services requirements of the McKinney-Vento Act and the LEA's Homeless Students Policy, e.g., email communication with the director of transportation, transportation staff training documentation, LEA leadership meeting agenda and handouts, etc.
- Materials that provide parents of homeless families/unaccompanied homeless youth with information about their right to request transportation to the school of origin. Materials that provide parents of homeless families/ unaccompanied homeless youth with information about comparable transportation services, if available?
- Copies of executed Inter-LEA Transportation Agreements or LEA homeless student transportation procedures, if any.
- The report that indicates the number of homeless families and students requesting transportation to and from the school of origin and the number receiving and denied transportation to and from the school of origin

**Compliance Item CIXC-3:** The Local Educational Agency (LEA) homeless liaison shall coordinate and collaborate with community personnel responsible for the provision of educational and related services to homeless children and youth. The LEA shall inform community personnel, service providers, and advocates working with homeless families, guardians, and unaccompanied youth of the duties of the LEA homeless liaison. **NOTE: This compliance item pertains to coordination and collaboration with community personnel, service providers, and advocates working with homeless families and youth.**

*Section 722(g)(6)(B), (g)(6)(C), P.L.107-110*

**Review Question(s)**

- What are the organizational names of the health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the dental service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of the mental health service providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work?
- What are the organizational names of other service or resource providers with whom the LEA homeless liaison coordinates/collaborates and how does that coordination/collaboration work; e.g., housing authority, job training programs, employment agencies, faith-based organizations, civic and service organizations, business partners, etc.?
- How does the LEA disseminate the name, contact information, and a description of the duties of the homeless liaison? When was this information most recently disseminated?

**Documents to Support Compliance**

- Annual email to community partners with the liaison's name, contact information, and duties or other documentation with this information
- List of community partners or collaborators receiving this correspondence
- Coordination correspondence, e.g., emails or memoranda
- Coordination documents, such as printed materials distributed to partners, agenda/minutes of meetings attended by the LEA's homeless liaison, cooperative agreements, etc.

---

**Compliance Item GIXC-1:** The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services under the McKinney-Vento Act, such as schools in the LEA. **NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in schools in the LEA.**

*Section 722(g)(6)(A)(v), P.L.107-110*

**Review Question(s)**

- Where (in what areas) are public notices of the educational rights of homeless children and youth posted in the LEA?
- How does the homeless liaison verify that written public notice is posted in each school and main LEA office?



- Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

**Documents to Support Compliance**

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of schools verifying that written public notice of educational rights of homeless children and youth is posted in each school

**Compliance Item GIXC-2:** The Local Educational Agency (LEA) shall disseminate public notice of the educational rights of homeless children and youth where such children and youth receive services in the community under the McKinney-Vento Act, such as family shelters, soup kitchens, etc. **NOTE: This compliance item pertains to disseminating public notice of the educational rights of homeless students in the community.**

*Section 722(g)(6)(A)(v), P.L.107-110*

**Review Question(s)**

- Where (name the places) are public notices of the educational rights of homeless children and youth posted in the community?
- How does the homeless liaison verify that written public notice is posted in these community locations?
- Is the local homeless liaison's contact information on the notices, posters, and/or brochures?

**Documents to Support Compliance**

- Copies of written public notice of the educational rights of homeless children and youth in languages parents and youth can understand
- List of community agencies or public buildings verifying that written public notice of educational rights of homeless children and youth is posted in each agency and public building

**Compliance Item HIXC-1:** The Local Educational Agency (LEA) shall ensure that homeless children and youth enroll in, and have a full and equal opportunity to succeed in, the LEA's schools, and shall ensure that such children and youth have an opportunity to meet the same challenging state student academic achievement standards to which all students are held. **NOTE: This compliance item pertains to ensuring homeless students have full opportunity to succeed in school.**

*Sections 721(4) and 722(g)(6)(A)(ii), P.L.107-110*

**Review Question(s)**

- What percent of days are homeless students in attendance compared to non-homeless students?
- How do schools in the LEA ensure the highest possible school attendance of homeless students?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in student progression including high school diploma type (regular, special, or GED)?
- How do the high schools in the LEA work with homeless students to earn the credits necessary for graduation?

- How do schools in the LEA ensure that unaccompanied homeless students are fully engaged in the LEA's academic program and extracurricular activities?
- How do the number and percent of homeless students compare to the number and percent of non-homeless students in performance achievement on state standardized tests in Reading and Math?
- How do schools in the LEA determine the aspect(s) of a homeless student's situation that should be addressed in order for that student to succeed on state standardized tests?
- How do schools in the LEA ensure that homeless students are prepared to succeed on state standardized tests?
- How do schools in the LEA use attendance, academic performance, and graduation data to monitor the effectiveness of their efforts for homeless students?

#### **Documents to Support Compliance**

- The report that compares homeless students to non-homeless students, and includes the:
  - number and percent attending school
  - number and percent being promoted to the next grade level or receiving a high school diploma (regular, special, or GED)
  - number and percent scoring proficient or above on the Reading and Math state standardized tests?

---

**Compliance Item IIXC-1:** The Local Educational Agency (LEA) shall comply with providing comparable Title I, Part A services to homeless students attending non-Title I schools. **NOTE: This compliance item pertains to the Title I Homeless set-aside.**

*Section 1113(c)(3), P.L.107-110*

#### **Review Question(s)**

- What services are provided to homeless children and youth in non-Title I schools that are provided to homeless students in Title I schools?
- How does the LEA Title I office collaborate with the homeless liaison on the use of the Title I reservation?
- What methodology is used to determine the amount of funds reserved (set aside) to provide services to students identified as homeless?
- What amount of Title I, Part A funds was set aside for the current school year?
- What percent of the liaison's salary is funded by Title I, Part A funds? What percent of the liaison's duties are spent on Title I activities other than those pertaining to homeless students and their families?

#### **Documents to Support Compliance**

- Copy of the Title I, Part A expenditure report showing Title IX, Part C set-aside allotment and expenditures from previous school year
- The report that indicates the number of homeless students receiving Title I services in non-Title I schools, including a list of services provided, during the previous school year
- The report that indicates the number of homeless students receiving Title I services in Title I schools, including a list of services provided, during the previous school year
- Written documentation of planning and collaboration meetings for the Title I allocation of funds for homeless students for the current year's Title I, Part A application
- Copy of the current year's Title I, Part A application section pertaining to the needs that are being addressed by the Title I, Part A Homeless set-aside, the activities that are being

supported by the Title I, Part A Homeless set-aside, and the amount of the Title I, Part A Homeless set-aside

- Copy of the homeless liaison's position description, showing percentage of time of duties
- Copy of homeless liaison's time and effort log (if applicable)

---

**Compliance Item IIXC-2:** The Local Educational Agency (LEA) shall use Title IX, Part C funds for activities authorized under the McKinney-Vento Act. Applicable to sub-grantees only.

**NOTE: This compliance item pertains to use of funds for authorized activities.**

*Section 723(d), P.L.107-110*

**Review Question(s)**

- Looking at each line item in the LEA's previous year's application and/or amendment(s), were funds spent in the manner specified?
- What percent of the LEA's total Title IX, Part C sub-grant funds were expended in the previous year?
- If the amount of Title IX, Part C sub-grant funds expended was less than 100 percent, why were the remaining funds not expended?
- If the amount of funds expended in the previous school year was less than 100 percent, how will the LEA assure that all Title IX, Part C sub-grant funds will be expended for the benefit of homeless students in the current year?
- Are Title IX, Part C funds used to cover the salary of the LEA homeless liaison? If so, what percent of the liaison's salary is funded by Title IX, Part C sub-grant funds?

**Documents to Support Compliance**

- FDOE Project Report (*Do not upload; FDOE has documentation on file.*)
- FDOE Project Disbursement Report Form (i.e., DOE 399)

---

**Compliance Item IIXC-3:** The Local Educational Agency (LEA) shall maintain appropriate control over all property purchased with Title IX, Part C funds. **Applicable to sub-grantees only.**

*Section 80.32(c), EDGAR*

**Review Question(s)**

- How has the LEA kept track of inventory purchased with Title IX, Part C sub-grant funds?
- When does the LEA reconcile its property records and how?
- When the LEA no longer needs or uses the property purchased with Title IX, Part C funds, what is done with the property?

**Documents to Support Compliance**

- LEA property inventories

---

**Compliance Item KIXC-1:** The Local Educational Agency (LEA) shall inform parents or guardians of homeless children and youth or unaccompanied youth of the educational and related opportunities available to their children or them and shall provide parents or guardians with meaningful opportunities to participate in the education of their children. **NOTE: This compliance item pertains to parent involvement and similar requirements for unaccompanied youth in the absence of a parent or guardian.**

*Section 722 (g)(6)(A)(iv), P.L.107-110*

**Review Question(s)**

- What is the name of the document(s) that the LEA provides written notification of the educational rights and related educational opportunities to homeless families/unaccompanied youth (i.e., brochures, letters, newsletters, etc.)?
- How does the LEA assure that this notification is received by homeless families/unaccompanied youth?
- How does the LEA provide information on the rights of homeless children and youth addressed in the McKinney-Vento Act; e.g., posting notices at schools, at parent meetings, open houses, and/or other awareness events?
- How does the LEA provide meaningful opportunities for parents to participate in the education of their children? Such opportunities might include parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities.

**Documents to Support Compliance**

- Copies of written notification of the educational rights and related opportunities for parent involvement provided to homeless families/unaccompanied youth in a language parents and youth can understand such as brochures, newsletters, or flyers
- Sample agendas of parent meetings, open houses, parent awareness sessions and/or other events showing that LEA Homeless Education Program staff or school staff presented information to parents or guardians or unaccompanied homeless youth on educational and related opportunities available to their children or them.
- Examples of meaningful opportunities for parents to participate in the education of their children, such as parents helping set literacy goals for their children, the LEA recruiting parents to participate in parent trainings on Families Building Better Readers or Mysteries in the Middle, the LEA assisting parents in attending parent/teacher conferences, the LEA providing backpacks for homeless students and including activity sheets with activities parents can do with their children, or other opportunities
- Correspondence to homeless parents, or newsletters (e.g., Title I Newsletter) with information on homeless students and the educational and related opportunities available to them or their parents

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 80

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** Panhandle Area Educational Consortium (PAEC- FLVS  
FRANCHISE) Contract Agreement

**DIVISION:** K12 Education

     This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the Panhandle Area Educational Consortium (PAEC FLVS FRANCHISE) agreement is requested in order to provide a virtual instruction to the students of Gadsden County as a school choice option.

**FUND SOURCE:** FEFP

**AMOUNT:** Undetermined – based upon enrollment

**PREPARED BY:** Carolyn Francis

**POSITION:** Virtual School Administrator

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

     Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

## Panhandle Area Educational Consortium Contract Agreement

**THIS CONTRACT** is entered into by and between The School Board of Gadsden County, Florida, 35 Martin Luther King, Jr. Blvd Quincy Florida 32351 hereinafter called "Contractee", and Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard Chipley Florida 32428 hereinafter called "Contractor," entitled My Virtual Classroom.

The contract will commence July 1, 2020 and will continue until June 30, 2021. Brenda Crouch will direct the activities of the contract.

The Contractee agrees to compensate Contractor for the amounts as outlined in Attachment A depending on curriculum provider. The payment schedule will be up to four times per fiscal year. The Contractor will invoice the Contractee. The invoice should be signed by the Contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Contractee at its address set forth above.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board for approval.

The services provided through this contract are stipulated as follows:

The Contractor, Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board will:

1. Recruit, train, provide, and pay grades K-12 virtual instructors for PAEC My Virtual Classroom.
2. Assign teachers to courses and students.
3. Supervise PAEC-contracted teachers.
4. Provide technical assistance to any designated virtually trained district teacher for implementation of virtual curriculum to district brick and mortar students.
5. Assist school district personnel with mass enrollments when implementing virtual curriculum for district brick and mortar students.
6. Pay franchise providers the contracted fees pursuant to student participation.
7. Upload required teacher background screen dates and demographics to secure site for district retrieval.
8. Upload student enrollment reports once a month to a secure site for district retrieval.
9. Invoice the Contractee.

The Contractee, The School Board of Gadsden County, Florida will:

1. Establish a district MIS Virtual Education contact.
2. Establish a district Instructional Virtual Education contact.
3. Establish and maintain the school/reporting designations determined by the Florida Department of Education to report students participating in My Virtual Classroom courses in programs such as 7001,7004, and 7006.
4. Approve virtual student course requests, including VIP and Home Education.
5. Provide students access to franchise courses.
6. Monitor virtual student progress.
7. Notify Contractor when a student withdraws from their brick and mortar school.

8. Communicate with and schedule students for state-required assessments.
9. Report FTE and all other DOE survey information to the state.
10. Recommend the appropriate provider option for K-12 students based on their academic needs.
11. Make timely payment of PAEC invoices per the fees noted in this contract.
12. Complete Attachment B for provider FLVS.

This contract is subject to 2 CFR 200 Code of Federal Regulations

No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the Contractor ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

The Contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Contractor's risk assuming full responsibility for completion of services stipulated. The Contractor is the party providing the services; the Contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347, 215.422, and 1012.465:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- c. A provision allowing unilateral cancellation by the agency for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the Contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

- (1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.

- b. Access will be allowed by the Contractee to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The Contractor understands that Contractee will give the Contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the Contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the Contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in funding. The Contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

**IN WITNESS WHEREFORE**, the parties have executed this CONTRACT and by signing, thereby validating this CONTRACT, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

**Contractee**

**Contractor**

\_\_\_\_\_  
Audrey D. Lewis, Board Chairman

\_\_\_\_\_  
Herbert J. Taylor  
Panhandle Area Educational Consortium, through its  
District of Record, the Washington County School  
Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roger P. Milton, Superintendent

\_\_\_\_\_  
John T. Selover

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

59-6000615  
Social Security # or Federal ID#

59-6000898  
Social Security # or Federal ID #

WCSB Date: May 11, 2020

21-037





## My Virtual Classroom Attachment A: Fee Structure 2020-2021



The payment schedule to the district will be up to four times a year. The contractee assumes responsibility for the student completion or withdrawal fee upon verification of a course enrollment or when PAEC is directed to verify a student enrollment (via email or phone).

### **PAEC – FLVS Franchise for grades K – 12 enrollments:**

A \$275 fee per student enrollment will be assessed for students who successfully complete a single course segment. A \$75 fee will be charged if a student is withdrawn after the 28-day grace period or completed 20% or more of the course during the grace period.

A \$70\* fee per student enrollment will be assessed for students who are taught by district paid instructors. No fee will be charged if a student is withdrawn prior to the 28-day grace period and is less than 20 percent complete.

\*Pricing subject to change if special pricing is set by FLVS because of COVID-19 Restrictions

### **Apex Learning**

A \$50 fee for a single enrollment subscription to courses for access through June 30, 2021. Plus \$180 instructor/admin fee per successful course completion.

A \$40 fee for a single tutorial subscription provides access through June 30, 2021.

A \$20 fee for a single AP exam review subscription provides access through June 30, 2021.

Each course single enrollment, tutorial, or AP exam review subscription provides access for one student enrolled in any one course, tutorial, or AP exam review. If a student completes or withdraws from the course, tutorial, or AP exam review in which he or she is enrolled, the subscription may be used to enroll that student or another in any other one course, tutorial, or AP exam review. The of number of course enrollments, tutorials, or AP exam reviews at the same time may not exceed the number of single subscriptions purchased.

### **CyberActive**

A \$250 fee per student enrollment will be assessed for 6-12 grade students who successfully complete a single course segment. The \$250 fee includes a one-time attempt of Florida Permit/Knowledge Test. A \$50 fee will be charged if a student is withdrawn after the 28-day grace period. The driver education course includes a PAEC contracted and certified instructor.

### **eDynamic Learning\***

A \$275 fee per student enrollment will be assessed for 6-12 grade students who successfully complete a single course segment (MS, HS, AP, and CR). A \$75 fee will be charged if a student is withdrawn after the 28-day grace period. These courses include a PAEC contracted and certified instructor.

\*eDynamic Courses are not included on the state approved provider list. It is the responsibility of the district to monitor and provide any additional curriculum needed to meet the states standards.

### **K12/Fuel Education**

A \$225 fee per student enrollment will be assessed for 6-12 grade students who successfully complete a single course segment (MS, HS, AP, and CR). A \$75 fee will be charged if a student is withdrawn after the 28-day grace period. These courses include a PAEC contracted and certified instructor.

A \$4,320 (\$360 per semester enrollment if less than full-time) fee will be assessed for the K-5 Elementary Full-Time Option using PAEC contracted and certified instructor. This full-time enrollment includes six full year courses. The district will be charged a \$100 admin fee for each K-5 student enrolled in a full-time class load who does not successfully complete or withdraw.



**My Virtual Classroom**  
**Attachment B: District Specific Information 2020-2021**



For us to better serve you, please complete the items below which will be specific to the service of your district.

District Name: Gadsden County Schools First Semester Begins: August 11, 2020 Ends: December 18, 2020  
 Second Semester Begins: January 5, 2021 Ends: May 28, 2021

1. What Grade Levels will be served, check all that apply:  K-5  6-12
2. If available, would you like to participate in AP courses?  Yes  No
3. Would you like PAEC to have access to all of your virtual enrollments (both PAEC and FLVS)? This will require allowing FLVS to assign login and password for PAEC to use.  Yes  No
4. PAEC uses instructors from throughout the state, including from your own district. Do you wish for students to have an instructor that is also employed at their home school?  Yes  No
5. Do you want your Home Education students to be served through the PAEC Franchise?  
 Yes  No  We will decide on a case by case basis.
6. Do you want your summer school students served through the PAEC Franchise?  
 Yes  No  We will decide on a case by case basis.
7. We would like to schedule a training for our district virtual personnel.  
 Yes  No  
 If Yes, who do we need to contact? Carolyn Francis francisc@gcpsmail.com
8. We have a single contract to the district with the following providers. You have a choice for PAEC to manage the enrollments with these providers or you can manage it with an independent contract with the provider. Please check those providers you would like PAEC to manage for your district.  

<input checked="" type="checkbox"/> FLVS	<input checked="" type="checkbox"/> CyberActive – Driver Education	<input type="checkbox"/> K12
<input checked="" type="checkbox"/> Apex Learning	<input checked="" type="checkbox"/> eDynamics	
9. Do you foresee a need for a lab course?  
 A lab course is defined as one instructor teaching one subject to a lab of students that meets regularly. If this is the case, we need to plan ahead so that the assigned instructor is available during that time to make contact with the students during that lab time. The instructor will work directly with the lab monitor in the classroom to help facilitate the course.  Yes  No  
 If yes, what is the course that will be taught \_\_\_\_\_?  
 What time will the lab meet? \_\_\_\_\_?
10. In the event of COVID-19 Restrictions are you interested in having your district staff trained to implement PAEC-FLVS curriculum?  Yes  No  Not ready to make that decision
11. Would you like to schedule a district discussion for possible virtual implementations in the event there are COVID-19 Restrictions enforced during the 2020-21 school year?  Yes  No  
 If yes, please contact Bonnie Wertenberger to set date for meeting.
12. District Contacts: Please provide an attached list of the names and contact email for the following.  
 District Virtual Education Coordinator, District MIS Coordinator, District Home Education Coordinator, Names and emails of School Counselors, Names of Lab Monitors with school name and email address.

## Gadsden County Schools District Contacts

District Virtual Education Coordinator	Carolyn Francis	francisc@gcpsmail.com	(850)627-9651 Ext. 1292
District MIS Coordinator	Desmona Hale	haled@gcpsmail.com	(850)627-9651 Ext. 1410
District Home Education Coordinator	Carolyn Francis	francisc@gcpsmail.com	(850)627-9651 Ext. 1292

### School Counselors

Gadsden County High School			
9 <sup>th</sup> Grade	Maresha Alexander	Alexanderm@gcpsmail.com	(850)627-9651 Ext. 2114
10 <sup>th</sup> Grade	Sandra Auguste	Augustes@gcpsmail.com	(850)627-9651 Ext. 2202
11 <sup>th</sup> Grade	Roshni Amin	Aminr@gcpsmail.com	(850)6279651 Ext. 2113
12 <sup>th</sup> Grade	Edna Hensen	Hensone@gcpsmail.com	(850)627-9651 Ext. 2112
Lab Procter	Wiggins, Cleanita	Wiggins- LeeC@gcpsmail.com	(850)627-9651
Carter Parramore Academy	Jeanne Gunn	Gunnj@gcpsmail.com	(850)627-6030
West Gadsden Middle School	Cynthia Hagins	Haginsc@gcpsmail.com	(850)442-9500
Havana Magnet	Quashier Flood-Strouble	Floodq@gcpsmail.com	(850)662-2750

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8p

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** K12 Virtual (fueleducation) Contract Agreement

**DIVISION:** K12 Education

     This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the K12 Virtual School (fueleducation) agreement is requested in order to provide a virtual instruction to the students of Gadsden County as a school choice option.

**FUND SOURCE:** FEFP

**AMOUNT:** Undetermined – based upon enrollment

**PREPARED BY:** Carolyn Francis

**POSITION:** Virtual School Administrator

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

     Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_



This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2020 (the "Order Effective Date"), is between Gadsden County School District, 35 Martin Luther King Jr Blvd, Quincy, FL 32351 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

**Accepted by Customer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

**Accepted by K12:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

1. **Period:** 7/1/2020 through 6/30/2021 and is not eligible for a renewal period.
2. **Territory:** Students served by Gadsden County School District, FL.
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

(a) Florida Virtual Instruction Program ("VIP") Products and Services

Product	Product Description	Unit Price
FL VIP Comprehensive K-12 Full-Time (Content, Hosting, Instruction)	VIP Comprehensive K-12 Program with K12 teachers for up to 6 courses per student per semester. Includes content, hosting, instruction, materials, and advisor support for grades 6-12.	\$4,295.00
FL VIP K-5 Annual Course (Content, Hosting, Instruction)	VIP single annual course with K12 teacher. Includes content, hosting, instruction and materials.	\$590.00
FL VIP 6-12 Semester Course (Content, Hosting, Instruction)	VIP single semester course with K12 teacher. Includes content, hosting, instruction and materials.	\$370.00

(b) Florida Approved Course Provider Products and Services

Product	Product Description	Unit Price
K12 K-8 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard K-8 year course. Includes content and hosting.	\$340.00
Student Laptop Computer	Laptop computers for students.	\$725.00
Powered By Marketing Package	Includes a landing page to capture school-specific leads, access to enrollment Parent Portal system, and support from enrollment center agents for interested families. Fee is per approved enrollment generated each month.	\$0.00

**4. Description of Educational Products.**

**K12 and FuelEd Online Courses:** Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

**5. Description of Services.**

**Instructional Services:** Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

**Hosting Solution:** The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

**Professional Services:** Customer will be provided with professional services as described in Section 3, above. On-Site professional services include the cost of reasonable travel and accommodations. If Customer requests additional professional services outside the scope of those provided in Section 3 above, the Customer will be presented with an estimate of additional costs for Customers approval in advance of undertaking the requested change of scope.

**6. Billing Terms.**

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FL VIP Full-Time Products: FuelEd will invoice Customer for courses and educational tools and services quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms.

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

**EXHIBIT A**

**FLORIDA ATTACHMENT TO THE  
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. **WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

**Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.**

**Section 1: Florida VIP Program Requirements**

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

**a) Contract Requirements**

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

<b>Requirement</b>	<b>Text</b>	<b>K12 Response</b>	<b>Statute Reference</b>
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b> .  K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	<b>DISPUTE RESOLUTION:</b> The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	<b>NOTICE OF NON-RENEWAL:</b> The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment.  <b>TERMINATION FOR CAUSE:</b> Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any	§ 1002.45 (4)(d) F. S.

		<p>representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.</p> <p><b>TERMINATION DUE TO ANNUAL FEE INCREASE:</b> K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).</p>	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

**b) Provider Requirements**

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf</a>	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf</a>	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256  Administrative Staff – All K12 administrative staff located at its Florida office are Florida residents.  Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a>	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf</a>	§ 1002.45 (2)(a)(4)(a) – (e) F. S.



	<p>parent and teacher-student contact information for each course:</p> <p>a. How to contact the instructor via phone, e-mail, or online messaging tools.</p> <p>b. How to contact technical support via phone, e-mail, or online messaging tools.</p> <p>c. How to contact the administration office via phone, e-mail, or online messaging tools.</p> <p>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</p>		
Prior Experience	<p>"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"</p>	<p>As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	§ 1002.45 (2)(a)(5) F. S.
Accreditation	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b>.</p>	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	<p>"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:</p> <p>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.</p> <p>b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.</p>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here: <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	§ 1002.45 (2)(a)(7) F. S.

	c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"		
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section: a. Information and data about the curriculum of each full-time and part-time program. b. School policies and procedures. c. Certification status and physical location of all administrative and instructional personnel. d. Hours and times of availability of instructional personnel. e. Student-teacher ratios. f. Student completion and promotion rates. g. Student, educator, and school performance accountability outcomes"	K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b> .	§ 1002.45 (2)(a)(8) F. S.
Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company, K12 Inc., is publically held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: <a href="http://investors.k12.com">investors.k12.com</a>	§1002.45 (2)(a)(10) F. S.

**c) Virtual Instruction Program Requirements**

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b> .	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b> .	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.

Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

**d) Student Participation Requirements**

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf</a>	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf</a>	§1002.45 (6)(b) F. S.

**Section 2: Florida VIP Full-Time Virtual and Homeschool Payment Terms**

- a) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).
- b) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.
- c) Note that Florida VIP Full-Time virtual students are not defined by number of courses, but rather as those students reported with both the K12 Florida provider code and the 7001 vendor code. Florida VIP Homeschool students are not defined by number of courses, but rather as those students reported with the K12 Florida provider code, the 7001 vendor code, and the N998 homeschool code

**Section 3: Florida Public Records**

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **Section 4: Program Monitoring**

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contain within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent require by this Order and Florida law, supplied every student participant with all instructional materials.

## EXHIBIT B

### K12 Products and Services Agreement Terms

**PERIOD:** The period of this Agreement is as specified in the Order ("Period").

**DESCRIPTION OF SERVICES:** Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

**PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

**TAXES:** Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

**TERMINATION:** Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

**INFORMATION REQUIREMENTS:** Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

**FERPA AND CONFIDENTIALITY:** If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

**ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES:** If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

**PUBLICITY:** During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

**AUDIT RIGHTS:** This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the

expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

**WARRANTY:** K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**INTELLECTUAL PROPERTY:** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 and subject to the conditions precedent that a) K12 provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

**DISPUTE RESOLUTION:** The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

**INSURANCE.** K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12

shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

**K12 FLORIDA LLC DISCLOSURE REQUIREMENTS**

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

**SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT**

- **Information and data about the curriculum of each full-time and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency. Post a list identifying the National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.**

K12 Florida LLC (“K12”), currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to cyber charter schools, is a wholly owned subsidiary of K12 Inc., the largest provider of individualized online education programs primarily for students in kindergarten through high school in the U.S. K12 Inc. was founded in 2000 to utilize advances in technology to provide children with access to a high-quality public school education regardless of their geographic location or socioeconomic background. In the 2017-2018 school year, K12 Inc. and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education LLC (“FuelEd”), providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has invested to develop and acquire curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the K12 Inc. suite of services and instructional curriculum and courseware which we will collectively refer to as “K12” in this document (currently including K12, FuelEd Online Courses, Anywhere Learning System, Middlebury Interactive Languages, LTS Education Systems, LearnBop and Career Pathways curriculum). K12 Inc. provides a continuum of technology-based educational products and solutions to cyber charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.



## CURRICULUM AND COURSE CONTENT

The design, development, and delivery of K12's curriculum are grounded in a set of guiding principles that promote critical thinking and problem solving skills to prepare students for the demands of the 21st Century. K12 uses "big ideas" in every subject area to organize the explicit learning objectives for each course. K12 content experts have developed a clear understanding of those subjects and concepts that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts (the biggest ideas) and on the most challenging concepts and skills (as revealed by experience and research). K12 uses existing research, feedback from parents and students, and experienced teacher judgments to determine these priorities and to modify K12's learning systems to guide the allocation of each student's time and effort.

The K12 curriculum aligns to the Common Core State Standards, the Next Generation Science Standards, and the iNACOL National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined in each unit and lesson on the learning platform in the Lesson Resources section.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods:

- *Audio*: maximize the learner's ability to process information without being overwhelmed by visuals
- *Photographs/illustrations*: help represent, organize, and interpret the content
- *Interactive activities*: used to segment content, personalize learning, promote agency in learning, and offer opportunity to engage in activities incrementally increasing in cognitive difficulty (See Interactive Framework, below)
- *Technology-Enhanced Item types*: offer students opportunity to demonstrate varying depths of knowledge mimicking high-stakes testing demands
- *Animations/Videos*: used as concrete modeling of behavioral learning objectives, hooks to introduce real-world applications, and brings instruction to life

As an example of interactive activities, many K12 science courses now include interactive virtual labs (vLabs). The vLabs offer highly engaging online experiments that enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Course vLabs can be used to reinforce concepts learned in the hands-on labs or, when appropriate, supplement or replace certain onsite labs.

### **Interactive Framework**

Enhancements to the K12 curriculum have introduced an interactive framework designed to fully reap the benefits of online learning. To achieve this, direct instruction and practice activities must do more than present students with text on a screen. New courses are carefully designed to match interactivity level to the cognitive level of the task at hand, based on research-backed principles of cognitive science.

Enhancements to the K12 K-8 curriculum include a variety of innovative games embedded in the courses – full “stand-alone” but instructionally integrated games in over 500 locations throughout core subjects in grades K-8—plus countless smaller, game-like interactives. The K12 inventory of games is growing each semester.

K12 has also launched mobile applications for iOS and Android devices which are available free to download from iTunes and Google Play. The mobile applications are in addition to the curriculum and are designed to allow students to practice skills at any time.

In addition to the online curriculum, the K12 curriculum provides students with interactive offline learning in a number of ways:

- Multiple ways to complete questions, self-assessments, and study guides
- A variety of hands-on manipulatives and supplies to encourage investigation and make the course as much about offline learning as online learning
- Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

### **Elementary and Middle School Curriculum**

From Kindergarten through 8<sup>th</sup> grade, K12 courses are categorized into seven major subject areas – math, science, language arts/English, history, art, music, and world languages – plus adaptive K-5 math courses and supplemental courses. The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards and complete more advanced coursework. The curriculum includes assessments built into nearly every lesson to ensure mastery and provide for remediation or enrichment where necessary.

**Math:** K12's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Summit Math represents K12's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

K12's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensures mastery of basic skills. Embedded online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills.

In Math Plus courses, many lesson assessments are linked to backup adaptive lessons for students needing extra practice. The engaging approach features colorful graphics and animation; learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and focused support for Learning Coaches to help their children succeed. From helping younger students

make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of Algebra, K12 Math provides a thorough mathematical grounding.

**Science:** K12 offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. Students receive lab supplies and materials that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.

Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the K12 science courses for the Next Generation Science Standards, with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

**Language Arts/English:** K12 Language Arts/English courses help students develop important reading and writing skills, while also inspiring a love of literature. Combining Phonics, Literature, Language Skills, and Spelling lessons, the Language Arts/English program emphasizes classic works from a diverse range of cultures and traditions, documentary and non-fiction texts, and writing as a process, and so prepares students well for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities; while older students develop literary analysis and comprehension skills by reading novels and nonfiction works.

**History:** K12 emphasizes the story in History—a story that includes not only great women and men but also everyday people. With integrated topics in Geography and Civics, K12 History opens young minds and imaginations to far-off lands, distant times, and diverse cultures. The kindergarten History program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The History program in grades 1–4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and World History. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

**Art:** Following timelines parallel to those of the History lessons, K12 Art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity, including painting, drawing, sculpting, and weaving using materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

**Music:** Spotlight on Music explores and builds foundational music skills. This course offers a variety of learning activities that include singing, dancing, virtual instruments, listening maps, and authentic sound recordings. Music comes to life in the course through six units that are organized into three sections: Spotlight on Concepts, Spotlight on Music Reading, and Spotlight on Celebrations. Students learn about these musical elements: duration, pitch, design, tone color, expressive qualities, and cultural context. Students explore music from around the world while also exploring beat, meter, rhythm, melody, harmony, texture, form, tone color, dynamics, tempo, style, and music background. Students also have the opportunity to perform seasonal and celebratory songs.

**World Languages:** K12 offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The K12 offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to put their new language to use, incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning skills, studying a foreign language can enhance a student's ability to learn and function in several other areas. Children who have studied a language at the elementary level score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills, such as problem-solving, conceptualizing, and reasoning.

In addition to cognitive benefits, the study of foreign languages leads to the acquisition of some important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and cope in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and it improves the learner's ability to understand and communicate with people from different walks of life.

### **High School Curriculum**

Whether targeting a top-tier, four-year university; a local community college; or an immediate career, high school students can choose from an array of appropriately paced course offerings in order to maximize their post-high school success.

K12 courses meet all graduation requirements, and the diversity of electives is designed both to help students earn their high school diploma and find their own path to post-high school success.

Math, English, Science, and History courses are offered in a range of levels (Core, Comprehensive, Honors, and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular "academic path", the K12 program allows students to chart their own course, choosing from a number of levels of courses designed to match various aptitudes and goals. So, if a student excels

in Math and Science, they may take all Honors/AP courses in those subjects, while choosing from among Core or Comprehensive versions of English and History courses. These multiple course levels prevent students from being “locked in” to one level of a particular subject and reflect and support the natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.

K12 continues to invest in the high school curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and support responsive design.

By using the K12 high school curriculum, the School allows students to harness the power of individualized learning by choosing from the following levels of Math, English, Science, and History courses:

- **Core courses:** Topics are broken into discrete modules that are taught in tandem with the framework students need to develop strong study skills. Rich, engaging content with interactive demonstrations and activities help students absorb and retain information.
- **Comprehensive courses:** Students do more extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also demand more independent thinking and self-discipline than projects in Core courses.
- **Honors courses:** Students are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.
- **Advanced Placement (AP) Courses:** The K12 curriculum offers an AP array that is far larger than that in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines, and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities.

In SY2018-2019, K12 offers 17 Advanced Placement courses. Syllabi for those courses were officially approved through the College Board’s AP audit process from August through November 2018.

**History:** K12 high school History emphasizes the narrative of History—a narrative story that includes great historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These History courses meet state and national standards for content and skills and are offered at levels appropriate to the student’s needs.

Courses in World History, Modern World History, United States History, and Modern United States History combine stunning textbooks (in both conventional and online formats) published by K12 and integrated with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in Geography, Civics, and Economics into the study of history. Economics and U.S. Government courses are also offered to meet graduation requirements.

**English:** K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, and mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

**Science:** K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics and environmental science.

K12 science courses provide hands-on exploration: courses have the option to use real materials to conduct scientific laboratory investigations at home. Options also exist to take these courses using virtual laboratories that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 high school science courses, students become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. Each K12 high school science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

**Math:** K12 high school Math balances mastery of fundamental skills with critical thinking and problem-solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts, but also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are animated to bring the math to life, while others provide students with the ability to interact with a structured, partially-completed problem.

The textbooks (in both offline and digital formats) provide reference information, more worked examples. Robust, well-sequenced problem sets so students can learn by practicing are offered in every math course whether online or offline. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including Core, Comprehensive, Honors, and AP. Among the math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

**World Languages:** K12 offers a selection of World Languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma option and the 18 Credit Academically Challenging Curriculum to Enhance Learning (ACCEL) Diploma option.

**Elective Curriculum:**

K12's core curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and STEM initiatives—and will prepare students well for the world beyond high school. K12's elective curriculum includes courses in:

- **World Languages:** World Languages are increasingly important in the economy today, and students can take up to four years (including college-level AP) of courses in a variety of World Languages. K12's online language courses include recording technology so students' speaking ability can be accurately assessed by their teachers. Languages include: Spanish, French, German, Latin, Japanese, and Chinese.
- **Science:** Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- **Social Science:** Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues.
- **Fine Arts:** Electives in the arts include Fine Art, Music Appreciation, and AP Art History.
- **Technology and Computer Science:** A variety of technology and computer science courses are in K12's portfolio, ranging from basic Computer Literacy to AP Computer Science. Students may explore career avenues with courses including Java Programming, Digital Art, Image Design and Editing, Audio Engineering, Engineering Design/CAD, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- **Business:** Students are given additional opportunities to explore careers with Introduction to Marketing I and II and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state standards, requires daily physical activity, verified by a parent or mentor. Both courses are also available as credit recovery.
- **Communications:** Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- **Elective Advanced Placement courses:** Including Macroeconomics, Microeconomics, and Psychology: Depending on the policies of the college they attend, students may receive college credit, advanced placement, or both by taking the AP exam associated with an AP course and earning a score of 3 or higher.

- College and Career Readiness: Students are guided through high school with a series of courses called Finding Your Path. These courses, which include K12's school-counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals. Other courses that focus on study skills, school success, and future plans include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school credit for projects they design themselves in Service Learning. Examples of college and Career Readiness courses include:

### **Career Technical Education**

K12 recognizes that student plans after high school will vary and may include immediate immersion in the work force as well as post-secondary education. K12 has recently augmented their catalog and will continue to expand their offerings in the area of CTE to increase students' career and industry readiness by high school graduation. Examples of these CTE offerings extend from individual courses that are part of their catalog to sequences of courses in programs that result in preparedness to earn industry-recognized certifications.

K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in six of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

### **Remediation and Credit Recovery**

K12 and its curriculum experts are prepared to meet all students where they are. The K12 curriculum also provides two kinds of courses for struggling students, "at risk" students, and students who have not successfully completed courses required for graduation:

- Remediation courses: These courses bring students up to grade level in math and English—guiding them through the skills and knowledge needed for success. Remediation courses evaluate students' current knowledge and provide the instruction needed for them to successfully continue their studies at a high school level.
- Credit recovery courses: These courses allow students to gain credit for courses they have previously taken and not completed successfully. They include diagnostic unit tests assessing students' understanding of fundamental content and direct them to review or move ahead accordingly. Fresh, engaging content delivered with new approaches helps students grasp concepts they missed the first time. Designed to provide flexibility in delivering teacher support, these courses include computer-graded assignments and assessments with the option to augment teacher-graded assignments and assessments, as appropriate.

### **SPECIFIC RESEARCH AND BEST PRACTICE USED IN DESIGN**

K12 provides a rich, research-based curriculum that has been proven to deliver strong student achievement and growth. The program is designed to meet the needs of diverse student populations by integrating multiple assessment tools, cognitive learning strategies, and instructional supports. The pedagogical approach incorporates development of a research-based curriculum with built-in cognitive science-based learning strategies and a design that anticipates and assesses for common misconceptions that interfere with student learning and progress. K12 provides a full service product unique in the e-



learning space through its award-winning curriculum and instructional supports, training, and professional development for teachers designed to leverage best practices from brick and mortar classrooms that are adapted to the e-learning environment.

### **A Research-based Pedagogical Basis**

Extensive and ongoing research ensures that the K12 curriculum is based on sound principles of instructional design and delivery. The research base includes:

- **Research on the Structure of Expert Knowledge:** (including mathematicians, scientists, historians, writers, and others) to map the relationships among big ideas, facts, and skills in each subject area
- **Research on General Instructional Principles:** empirically-tested principles of online instruction using multimedia resources
- **Research on Teaching Specific Topics and Addressing Possible Misconceptions:** helping students overcome misconceptions related to complex instructional objectives
- **iNACOL National Standards for Quality Online Courses, version 2:** including online course guidelines for content, instructional design, student assessment, technology, and course evaluation and support
- **Proven Strong Student Achievement and Outcomes:** performance evaluations based on a variety of assessments administered throughout the school year to inform and evaluate the teaching and learning cycle
- **A Curriculum Designed to Meet Diverse Needs:** providing unit-level and lesson-level goals and objectives, online and offline activities, and other attributes to meet diverse student needs
- **Multiple Assessment Tools and Strategies:** assessment tools and strategies linked to learning objectives allowing students to demonstrate what they have learned in a variety of ways
- **Cognitive Science Research on How Students Learn:** K12 has an Assessment and Research team dedicated to reviewing and synthesizing cognitive science research who work with course development teams to ensure that K12 course developers draw on methods shown by scientific research to be effective in improving learning. The Assessment and Research team includes a doctorate-level cognitive science statistician who has conducted original research specific to e-learning teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curriculum, the team also conducts evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, student performance measurement, and instructional strategies are targeted to ensure best practice and student accessibility to K12 curriculum.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards, the Mathematics Florida Standards (MAFS), Language Arts Florida Standards

(LAFS), and the Next Generation Sunshine State Standards for Science (NGSSS)). The K12 curriculum is also aligned to K12 Inc.'s mission to help students reach their full potential through inspired teaching and personalized learning.

### **iNACOL National Standards for Quality Online Courses, version 2**

In 2007, the International Association for K-12 Online Learning (iNACOL) published standards based closely on work originally formulated by the Southern Regional Education Board (SREB). iNACOL's standards outline quality guidelines for online courses—covering content, instructional design, student assessment, technology, and course evaluation and support. Schools and other educational organizations use these standards as a rubric for evaluating the quality of any online courses they wish to offer. The iNACOL standards were revised in late summer 2011. K12's courses have been so widely recognized for embodying best practices for online learning that K12's curriculum department was invited to join the committee for revising the standards. Version 2—published in October 2011—includes reformulated standards that are more easily applicable and verifiable in the growing landscape of different online scenarios.

A K12 evaluation of its courses against the iNACOL standards reveals high marks for compliance. Documentation for alignment with the 2011 standards is available for review.

### **Proven to Deliver Strong Student Achievement and Outcomes**

To assess the effectiveness of curriculum and instruction across all K12 public school programs (which, state by state, follow different standards and administer different assessments), K12 uses a variety of readiness, formative, summative, and state-required assessments at applicable grade levels. Readiness assessments offer an initial benchmark for student skill level in each core area, which allows teachers to differentiate instruction based on student needs. Summative and state-required assessments are used to measure student learning at culminating points in a student's academic career, such as at the end of a semester or the end of the school year. Student performance is evaluated to inform and evaluate the teaching and learning cycle.

### **A Curriculum Designed to Meet Diverse Needs**

- Each K12 course follows a carefully organized scope and sequence articulating measurable unit-level goals and lesson-level objectives that clearly state what students should know and be able to do at the end of the course. To help students master the objectives, K12 creates and assembles a wide variety of learning components to satisfy the diverse needs of students in multiple learning environments.
- K12 lessons address multiple learning styles, including auditory, visual, and kinesthetic modalities. The online curriculum is designed in a rich, multimedia format to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods.
- Online and offline activities within the K12 curriculum can be adapted in ways to accommodate student needs, and new tools allow high school teachers to adjust and augment curriculum for individual students.

- The K12 curriculum includes several types of activities to enhance students' critical thinking. As students develop factual knowledge, problem-solving skills, and conceptual understanding, they practice critical thinking through a variety of tasks that require them to reflect on what they've learned and how it applies to new tasks and situations.
- K12 is committed to delivering a curriculum that is multicultural, pluralistic, and inclusive. Curriculum developers are trained in how to guard against demographic, geographic, political, racial, and intellectual bias.

#### **A Curriculum with Multiple Assessment Tools and Strategies**

- K12 assessments employ a variety of formats, allowing students to demonstrate what they have learned in a variety of ways, from online computer-scored multiple choice tests to extended performance tasks evaluated by the teacher. In many courses, teachers are provided detailed rubrics to guide evaluation.
- K12's assessments are consistently linked to clearly-stated learning objectives designed to capture varying depths of knowledge, including recall of factual information, deep understanding of concepts, strategic application of concepts and skills, and metacognitive knowledge. Instructional activities are built directly from the objectives and related to the assessment items, ensuring coherent alignment of objectives, instruction, and assessment.
- Appropriate assessments are built into almost every lesson to evaluate mastery and guide instruction to remediation or enrichment.

#### **BASIS FOR AND FREQUENCY OF REVISION**

K12 Inc. reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, K12 Inc. is committed to maintain up-to-date, standards-based, fully aligned courses. K12 Inc. has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. In general, K12 courses are revised or redeveloped every few years, depending on age and changes in academic standards. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

## RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM

K12 Inc., using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

- In 2018, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of K12 Inc. AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC).

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, K12 Inc. must:

- Meet quality standards set forth by AdvancED.
  - Engage in a continuous process of improvement.
  - Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).
- In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.
  - In 2007, K12 Inc. managed public schools graduated their first cohort of just 12 students. Since that time, more than 40,000 students have earned a high school diploma including more than 8,500 students who graduated in 2018 from online and blended schools using the K12 education program. Students graduating from K12 Inc. virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers--in the military, apprenticeship programs, on the job training or directly into the workforce.

### **K12's Suite of Curriculum Content and Assessment**

School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the school leaders and teachers as necessary.

K12's highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from nearly 70 national and international subject area associations.

- AAAL—American Association for Applied Linguistics
- AAAS—American Association for the Advancement of Science
- AAPT – American Association of Physics Teachers
- AATF—American Association of Teachers of French
- AATG—American Association of Teachers of German
- AATSP—American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL—American Classical League
- ACTE – Association for Career and Technical Education
- ACTFL—American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org—American Diploma Project from [www.Achieve.org](http://www.Achieve.org)
- Advance CTE
- AERA—American Educational Research Association - <http://www.aera.net>
- APA—American Philological Association
- Assistive Technology Industry Association
- CCSSO—Council of Chief State School Officers – [www.ccsso.org](http://www.ccsso.org)
- CEFR—Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA—Chinese Language Teachers' Association
- CRESST—National Center for Research on Evaluation, Standards, & Student Testing – [www.cresst.org](http://www.cresst.org)
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD—International Dyslexia Association
- ILR—International Language Roundtable
- ILTA—International Language Testing Association
- iNACOL—International Association for K–12 Online Learning
- IRA—International Reading Association
- IUPAC—International Union of Pure and Applied Chemistry
- MCREL—Mid Continent Research for Education and Learning
- NAEA—National Art Education Association
- NAEP—National Assessment of Educational Progress – [www.nces.ed.gov/nationsreportcard](http://www.nces.ed.gov/nationsreportcard)
- NAS—National Academy of Science
- NASPE—National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education
- National Center on Accessible Education Materials
- National Center on Universal Design for Learning

- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE—National Council on Economic Education
- NCES – National Center for Education Statistics – [www.nces.ed.gov](http://www.nces.ed.gov)
- NCHE—National Council for History Education
- NCHS—National Center for History in the Schools
- NCSA—National Conference on Student Assessment - <http://www.ccsso.org/ncsa.html>
- NCSS—National Social Studies Standards
- NCTE—National Council of Teachers of English
- NCTM—National Council of Teachers of Mathematics
- NETS/ISTE—National Educational Technology Standards from the International Society for Technology in Education
- NGSS—Next Generation Science Standards
- NICHD—National Institute of Child Health and Human Development
- NIFL—National Institute for Literacy
- NRP—National Reading Panel
- NSTA—National Science Teachers Association
- PARCC—Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA—Programme for International Student Assessment – [www.oecd.org/pisa/aboutpisa](http://www.oecd.org/pisa/aboutpisa)
- President's Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President's Challenge
- W3C—World Wide Web Consortium
- WCAG—Web Content Accessibility Guidelines

#### **EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY**

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The K12 Inc. Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

#### ***Multiculturalism and the K12 Curriculum Within the American and Global Contexts***

*The motto on the Great Seal of the United States—E pluribus unum (“out of many, one”)—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12 Inc., we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.*

*The vision for K12 Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context:*

*Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Inc. International Academy, now serving students around the world.*

*To help our students grasp the common American inheritance within its global context, K12 Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who*

- Understand the characteristics and contributions of American culture and cultures throughout the world.*
- Understand that societies reflect contributions from many cultures.*
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.*

*To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.*

### **Accessibility for Students with Disabilities and Limited English Proficiency**

Since 2001, K12 Inc. has served students with disabilities. In the SY2015-2016 about 13.8% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities across all disability categories. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act (“IDEA” at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA). K12 Product Development utilizes the Web Content Accessibility Guidelines 2.0 Level A and AA (WCAG 2.0 A & AA) as the rubric we strive for in making sure our curriculum, communication, and resources are accessible. This is done to provide an accessible platform that is compatible with accessibility API’s, assistive technology, and language translation programs. Our use of a variety of resources including the National Instructional Media Access Center, Book share and other means of flexible formatting help us to be able to meet the accessible educational media needs of our users in accordance with the National Instructional Media Standard (NIMAS).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as

students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum is designed using the concept of Universal Design for Learning (UDL) and provides students with:

- *multiple means of representation so that learners have various options for acquiring information*
- *multiple means of expression so that learners have alternative ways to show that learning has occurred*
- *multiple means of engagement to increase motivation and tap into students' interests*

#### ***Multiple Means of Representation***

- Content presented in video, audio, slide show and other
- Reading materials at multiple difficulty levels
- Reading materials with supportive resources
- Presentations at variable complexity levels
- Graphic representations such as concept maps and graphic organizers
- Illustrative representations such as diagrams and simulations

#### ***Multiple Means of Expression***

- Alternative forms of text input and other augmentative communication tools
- Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages
- Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities
- Supportive tools: spelling and grammar checkers, drawing programs, outliners
- Social networking options: online chat, instant messaging
- Shared writing and peer editing

#### ***Multiple Means of Engagement***

- Role-playing
- Online chat
- Threaded discussions
- Brainstorming activities
- Team inquiry projects
- Online experiments

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:

- digital books, text-to-speech software, large print text, graphic images, or manipulatives
- response accommodations such as a word processor with voice recognition, graphic organizers, or other.
- technologies such as screen reader software, screen magnifiers, word prediction software, audio



- books or other more traditional technologies and supports.
- Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012).

### **Accessibility for Students with Limited English Proficiency**

The K12 courseware lends itself to providing age- and grade- appropriate content for English Learners. EL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that EL students are provided with equal access to the same scope and sequence as the instruction provided to the non-EL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are “sheltered” in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, EL students receive instruction with ESOL strategies during the synchronous sessions with non-EL students.

The curriculum will enable students in the EL program to meet the same curriculum standards as non-EL students in English/Language Arts and content area instruction. A program of EL instruction will be implemented according to the student’s individual needs based on their EL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student’s mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing EL instruction, cyber charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing EL strategies in mathematics, science, social studies, and other courses on the student’s schedule following state guidelines.

In addition to the core curriculum, general EL instructional strategies will:

- Provide a learning environment that provides a sense of comfort
- Establish a daily routine for the student
- Use as many of the senses as possible to present information to students
- Provide EL students guidelines for written work
- Provide alternative instruction when appropriate
- Arrange small discussion and talking activities that permit students to practice verbal skills
- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the EL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities

- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

## **NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL**

Since its inception, K12 Inc. has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. In the past, the National Collegiate Athletic Association (NCAA) has found K12 core courses as meeting the requirements for establishing the initial-eligibility status for high school student-athletes wishing to compete in college. However, course eligibility is dependent on each school's delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at: [http://fs.ncaa.org/Docs/eligibility\\_center/OVN/New\\_School\\_Review\\_Tutorial.pdf](http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf)

## **POLICIES AND PROCEDURES**

- **All school policies and procedures. To address specific questions in this application, please provide policies and procedures related to the following topics in an easy-to-find location on this disclosure website so they can be reviewed: non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements.**

Nine documents have been provided that collectively address the requested policies and procedures for cyber charter schools and district virtual instruction programs (including the *Florida Cyber Charter Academy Parent/Student Handbook* and the *Florida Learning Coach Success Guide*). K12 follows all district mandates and policies as outlined in the individual district contracts. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website [www.k12.com/participating-schools/florida](http://www.k12.com/participating-schools/florida).

Policies and procedures related to the following topics for cyber charter schools that K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the Florida Virtual Instruction Programs Disclosure Information link on K12's website ([www.k12.com](http://www.k12.com)) which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:

- Academic Integrity Policies and Parental Supervision
- Anti-Discrimination Policy
- Attendance Participation and Performance Policy
- Nonsectarian Policy
- State Testing Policies and Procedures
- Student Admission and Enrollment Eligibility and Requirements
- Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions
- FLCCA Parent/Student Handbook 2018-2019

- Florida Learning Coach Success Guide

#### **CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF**

- **Certification status and physical location (state of residence) of all administrative and instructional personnel, to include state certification(s), highly-qualified status, out-of-field, National Board certified, ESOL-endorsed or similar credential in other state, and reading-endorsed or similar credential in other state.**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs and cyber charter schools served by K12 at the time of this application are found on the disclosure website [www.k12.com](http://www.k12.com) in documents “FLCCA Instructional and Administrative Staff” and “K12 Florida LLC District VIP Instructional and Administrative Staff”.

#### **HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL**

Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. Teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours.

#### **AVERAGE STUDENT-TEACHER RATIOS AND TEACHER LOADS**

- **Average student-teacher ratios and teacher loads for full-time and part-time teachers by grade-level bands K-3, 4-8 and 9-12 and for core and elective courses.**

K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the

average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

## STUDENT COMPLETIONS AND PROMOTIONS

- **Student completions (percent completions and percent successful completions) and promotion rates in total and by subgroup\*. Student completion calculations are to include all students who are enrolled for more than 14 calendar days in a course.**

### Completion and Promotion in District Virtual Instruction Programs

District virtual instruction programs served by K12 had a completion rate of 92.60% for the 2015-2016 school year, 91.10% for the 2016–2017 school year, and 90.36% for the 2017-2018 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year			
	% of Completions/ Promotions in SY15-16	% of Completions/ Promotions in SY16-17	% of Completions/ Promotions in SY17-18
English Language Learner	100.00%	90.00%	83.33%
Free & Reduced Lunch Eligible <sup>1</sup>	93.36%	90.02%	87.82%
Special Education	92.73%	92.06%	78.87%
504 Plan	87.50%	87.50%	91.67%
Gifted or Talented	100.00%	100.00%	100.00%

<sup>1</sup> Where any of the following phrases are used throughout this document, the subsequent information contained in this footnote is to be considered applicable: “Free & Reduced Lunch Eligible”; “Free/Reduced Lunch Students”; “Economically Disadvantaged”; and “economically disadvantaged students.” Laws and regulations vary significantly from one state to the next and are constantly evolving. States sometimes change policies and practices regarding how to identify students who are economically disadvantaged. For example, determining how and which students are eligible for free and reduced-price lunch. Data shows that these students usually underperform students identified as not eligible for subsidized meals. There are several different methods of identifying students who are economically disadvantaged. Public schools must comply with state policies regarding identification and reporting of students who are economically disadvantaged. State online schools face unique challenges when identifying students who are economically disadvantaged, and our internal data may be different than state reported data on the schools.

School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion
African-American	16	16	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	19	19	100.00%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	19	22	86.36%
Black or African-American	93	103	90.29%
Declined to State	*	*	*
Hispanic	65	69	94.20%
Hispanic or Latino	134	138	97.10%
Multi-racial	11	14	78.57%
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	145	156	92.95%
White	76	80	95.00%
White (not Hispanic)	95	100	95.00%
White or Caucasian	326	360	90.56%
<b>Grand Total</b>	<b>1013</b>	<b>1094</b>	<b>92.60%</b>

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

School Year 2016 - 2017			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	13	13	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	29	32	90.63%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	17	18	94.44%
Black or African-American	121	132	91.67%
Declined to State	**	**	**
Hispanic	31	32	96.88%
Hispanic or Latino	141	156	90.38%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*

*Continued on next page.*

School Year 2016-2017, continued			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
Other	*	*	*
Undefined	186	198	93.94%
White	40	41	97.56%
White (not Hispanic)	65	68	95.59%
White or Caucasian	396	451	87.80%
Grand Total	1065	1169	91.10%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

School Year 2017-2018			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	*	*	*
American Indian	**	**	**
American Indian or Alaska Native	*	*	*
Asian	26	28	92.86%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	*	*	*
Black or African-American	110	120	91.67%
Declined to State	*	*	*
Hispanic	25	27	92.59%
Hispanic or Latino	115	130	88.46%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	192	207	92.75%
White	25	25	100.00%
White (not Hispanic)	45	48	93.75%
White or Caucasian	393	444	88.51%
Grand Total	965	1068	90.36%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

## Promotion Rates in Florida Cyber Charter Academies

Below are promotion rates by school and by special category for SY2015-16 and SY2016-2017. These numbers represent the percentage of students that moved up at least one grade level from one school year to the next. SY2017-2018 school promotion rates were not available from FLDOE at the time of the submission of this application.

AGGREGATE PROMOTIONS BY SCHOOL					PERCENTAGES	
Dist #	Dist Name	School #	School Name <sup>2</sup>	Year Opened	SY15-16	SY16-17
6	Broward	5059	FLCCA at Broward County	13-14SY	92.40%	**
10	Clay	663	FLCCA at Clay County	14-15SY	*	94.74%
16	Duval	5371	FLCCA at Duval County	13-14SY	58.57%	69.19%
29	Hillsborough	7678	FLCCA at Hillsborough County	14-15SY	84.30%	*
49	Osceola	153	FLCCA at Osceola County	12-13SY	74.58%	96.58%
50	Palm Beach	4040	FLCCA at Palm Beach County	13-14SY	97.28%	**
51	Pasco	4325	FLVA at Pasco County	13-14SY	72.93%	85.89%
52	Pinellas	7341	FLVA at Pinellas County	14-15SY	71.95%	93.91%

\*: To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed.

\*\* : No students in this population.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION	PERCENTAGES	
	SY15-16	SY16-17
<b>BROWARD</b>		
Students with Disabilities	87.50%	**
Free/Reduced Lunch Students	91.11%	**
ESL Students	80.00%	**
<b>CLAY</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	*	100.00%
Free/Reduced Lunch Students	*	100.00%
ESL Students	*	**
<b>DUVAL</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	44.83%	63.64%
Free/Reduced Lunch Students	51.00%	67.29%
ESL Students	50.00%	33.33%
<b>HILLSBOROUGH</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	75.86%	*
Free/Reduced Lunch Students	81.82%	*
ESL Students	60.00%	*

*Continued on next page.*

<sup>2</sup> By June 30, 2016, Florida virtual charter schools managed by K12 Florida LLC changed their names from "Florida Virtual Academy (FLVA) at XX County" to "Florida Cyber Charter Academy (FLCCA) at XX County." A few school district authorizers, however, continued to use the FLVA naming convention after 6.30.16, for instance, when reporting virtual charter school data to FLDOE. In this application, we have referenced each virtual charter school according to the school name used by FLDOE in its reports.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION, continued	PERCENTAGES	
	SY15-16	SY16-17
<b>OSCEOLA</b>		
Students with Disabilities	53.85%	100.0%
Free/Reduced Lunch Students	73.33%	94.29%
ESL Students	33.33%	75.00%
<b>PALM BEACH</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	95.65%	**
Free/Reduced Lunch Students	89.29%	**
ESL Students	**	**
<b>PASCO</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	50.00%	82.14%
Free/Reduced Lunch Students	57.78%	88.14%
ESL Students	**	66.67%
<b>PINELLAS</b>	<b>SY15-16</b>	<b>SY16-17</b>
Students with Disabilities	69.57%	96.15%
Free/Reduced Lunch Students	59.32%	98.41%
ESL Students	**	100%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY	PERCENTAGES	
	SY15-16	SY16-17
<b>BROWARD</b>		
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	91.14%	**
Hispanic or Latino	90.57%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	92.55%	**
<b>CLAY</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	*	**
Asian	*	**
Black or African-American	*	100.00%
Hispanic or Latino	*	66.67%
Native Hawaiian or Other Pacific Islander	*	**
Two or More Races	*	100.00%
White	*	95.83%
<b>DUVAL</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	**
Asian	40.00%	33.33%
Black or African-American	48.91%	65.41%
Hispanic or Latino	69.57%	76.09%

*Continued on next page.*



<b>FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY</b>	<b>PERCENTAGES</b>	
<b>DUVAL, continued</b>	<b>SY15-16</b>	<b>SY16-17</b>
Native Hawaiian or Other Pacific Islander	0.00%	100.00%
Two or More Races	68.42%	80.00%
White	61.88%	69.15%
<b>HILLSBOROUGH</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	100.00%	*
Asian	100.00%	*
Black or African-American	87.23%	*
Hispanic or Latino	79.55%	*
Native Hawaiian or Other Pacific Islander	**	*
Two or More Races	94.12%	*
White	81.90%	*
<b>OSCEOLA</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	100.00%
Asian	100.00%	100.00%
Black or African-American	75.00%	88.89%
Hispanic or Latino	61.36%	96.00%
Native Hawaiian or Other Pacific Islander	100.00%	100.00%
Two or More Races	100.00%	100.00%
White	79.66%	97.96%
<b>PALM BEACH</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	97.44%	**
Hispanic or Latino	97.22%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	96.67%	**
<b>PASCO</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	**
Asian	**	**
Black or African-American	77.78%	100.00%
Hispanic or Latino	61.90%	92.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	80.00%	75.00%
White	74.49%	83.87%
<b>PINELLAS</b>	<b>SY15-16</b>	<b>SY16-17</b>
American Indian or Alaska Native	**	100.00%
Asian	0.00%	**
Black or African-American	72.73%	87.50%
Hispanic or Latino	76.47%	100.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	57.14%	83.33%
White	72.66%	94.59%

\*To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (\*).

\*\*No students in this population.

## SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

- **Student, educator, and school performance accountability outcomes. Please include, at minimum, student standardized assessment results in total and by subgroup\* (also provide name of assessment), state assessment results, if available, by total and subgroup, percent of teacher evaluations based on student performance, school grades, if applicable, other school/program ratings, dropout rates, graduation rates.**

*\* Subgroups to include students from major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.*

### District Virtual Instruction Programs Performance on State Assessments for 2016-17 and 2017-18 Grade level and subgroup performance in English Language Arts and Mathematics

ENGLISH LANGUAGE ARTS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	72%	92	67%	76
4th Grade	54%	102	69%	86
5th Grade	61%	105	59%	96
6th Grade	79%	80	69%	68
7th Grade	69%	55	81%	52
8th Grade	90%	68	90%	51
9th Grade	83%	35	73%	48
10th Grade	66%	56	82%	33

From 2016-17 to 2017-18, the percent of students in the proficient category improved or remained stable in 4 grades. Improvements ranged from 12 to 15 points. The percent of students in the proficient category declined in 4 grades. The percent of students in the proficient category who declined ranged from 2 to 10 points.

MATHEMATICS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	48%	93	55%	74
4th Grade	47%	103	56%	86
5th Grade	45%	110	42%	98
6th Grade	63%	80	48%	67
7th Grade	58%	48	77%	44

*Continued on next page.*

<b>MATHEMATICS, continued</b>				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
8th Grade	71%	52	70%	40
Algebra 1	56%	61	68%	41
Geometry	46%	41	62%	34

From 2016-17 to 2017-18, the percent of students in the proficient category improved in 5 grades. Improvements ranged from 5 to 19 points. The percent of students in the proficient category declined in 3 grades. The percent of student in the proficient category who declined ranged from 1 to 15 points.

<b>ENGLISH LANGUAGE ARTS: % PROFICIENT</b>		
Grade Level	2016-17	2017-18
All Students	70%	71%
Economically Disadvantaged	62%	60%
Students with Disabilities	56%	69%
English Learners	78%	77%
White/Caucasian	66%	68%
African American	61%	70%
Hispanic	78%	79%
Asian	82%	81%
American Indian/Alaskan Native	NA	NA
Native Hawaiian or other Pacific Islander	NA	NA
Students of Multiple Races/Multiracial	61%	72%

From 2016-17 to 2017-18 in English/Language Arts the percentage of students in the proficient category improved for students in the subgroups of: Students with Disabilities, White/Caucasian, African American, and Hispanic. Improvements ranged from 1 to 13 points. The percent of students in the proficient category within the Economically Disadvantaged, English learners, and Asian subgroups declined by 1-2 points. Overall, students improved by 1 point. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

<b>MATHEMATICS: % PROFICIENT</b>		
Grade Level	2016-17	2017-18
All Students	53%	57%
Economically Disadvantaged	37%	44%
Students with Disabilities	51%	65%
English Learners	63%	63%
White/Caucasian	53%	55%
African American	35%	55%
Hispanic	59%	57%
<i>Continued on next page.</i>		

<b>MATHEMATICS: % PROFICIENT, continued</b>		
<b>Grade Level</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Asian</b>	81%	78%
<b>American Indian/Alaskan Native</b>	NA	NA
<b>Native Hawaiian or other Pacific Islander</b>	NA	NA
<b>Students of Multiple Races/Multiracial</b>	53%	65%

From 2016-17 to 2017-18 in mathematics, the percent of students scoring in the proficient category improved or remained stable from 2016-17 to 2017-18 in every subgroup within the District Virtual Instruction Programs except for the Hispanic and Asian subgroups. Improvements ranged from 1 to 14 points. These two subgroups saw declines of 2 and 3 points, respectively. Overall, students improved by 5 points. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

We do not have access to school-level standardized assessment results.

#### **Florida Cyber Charter Academy Accountability Data 2015-16, 2016-17 and 2017-18**

<b>FLCCA Campus</b>	<b>2015-16 Florida School Grade</b>	<b>2016-17 Florida School Grade</b>	<b>2017-18 Florida School Grade</b>
FLORIDA CYBER CHARTER ACADEMY AT CLAY	I	C	C
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	I	D	I
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	I	C	D
FLORIDA VIRTUAL ACADEMY AT PASCO	I	D	C
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	I	C	Voluntarily Relinquished Charter

#### **Florida Cyber Charter Academy State Assessment Data for 2015-16, 2016-17 and 2017-18**

Percent At or Above Proficient by grade level, school, year and number of students tested (cells with asterisks do not include a sufficient number of students to report data)

<b>ENGLISH LANGUAGE ARTS</b>							
<b>School</b>	<b>Grade Level</b>	<b>2015-16</b>		<b>2016-17</b>		<b>2017-18</b>	
		<b>% Proficient</b>	<b># Students Tested</b>	<b>% Proficient</b>	<b># Students Tested</b>	<b>% Proficient</b>	<b># Students Tested</b>
<b>FLORIDA CYBER CHARTER ACADEMY AT CLAY</b>	<b>3rd Grade</b>	*	3	*	1	*	3
	<b>4th Grade</b>	*	1	*	8	*	1
	<b>5th Grade</b>	*	3	*	2	*	5
	<b>6th Grade</b>	*	1	*	6	*	5
<i>Continued on next page.</i>							

FLORIDA CYBER CHARTER ACADEMY AT CLAY, continued	ENGLISH LANGUAGE ARTS, continued						
	7th Grade	*	3	*	4	*	9
8th Grade	*	1	*	6	*	9	
9th Grade	*	1	*	1	*	7	
10th Grade	-	-	*	1	*	6	
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
	3rd Grade	56%	18	35%	34	48%	23
	4th Grade	31%	16	38%	26	35%	26
	5th Grade	35%	17	33%	42	25%	24
	6th Grade	43%	23	49%	47	30%	46
	7th Grade	44%	27	43%	35	33%	43
	8th Grade	55%	29	42%	52	41%	44
	9th Grade	21%	14	35%	26	39%	28
10th Grade	70%	10	50%	18	29%	21	
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	7	43%	14	41%	41
	4th Grade	*	7	*	8	38%	47
	5th Grade	*	7	*	8	41%	46
	6th Grade	57%	14	60%	10	33%	104
	7th Grade	50%	10	47%	17	37%	106
	8th Grade	60%	10	64%	11	44%	114
	9th Grade	*	5	*	7	38%	104
	10th Grade	*	5	*	6	48%	81
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	4	55%	11	41%	22
	4th Grade	33%	12	*	7	50%	12
	5th Grade	*	6	70%	10	36%	14
	6th Grade	*	8	39%	18	39%	33
	7th Grade	*	9	23%	13	28%	39
	8th Grade	46%	13	39%	23	43%	40
	9th Grade	*	6	48%	21	47%	38
	10th Grade	*	5	40%	10	49%	37
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	3rd Grade	50%	12	90%	10	-	-
	4th Grade	20%	10	*	6	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	8	*	8	-	-
	7th Grade	27%	11	30%	10	-	-
	8th Grade	40%	10	40%	25	-	-
	9th Grade	*	3	43%	14	-	-
	10th Grade	-	-	*	8	-	-

The small and varying number of charter school students who took the English Language Arts state assessment each year and at each grade level does not yield annual comparative information.

MATHEMATICS							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	3rd Grade	*	3	*	2	*	3
	4th Grade	*	1	*	8	*	1
	5th Grade	*	3	*	2	*	5
	6th Grade	*	1	*	6	*	7
	7th Grade	*	1	*	3	*	9
	8th Grade	*	4	*	5	*	7
	Algebra I	*	1	*	3	27%	11
	Geometry	-	-	*	1	*	5
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	3rd Grade	56%	18	18%	34	30%	23
	4th Grade	6%	18	15%	26	13%	30
	5th Grade	11%	19	19%	43	16%	25
	6th Grade	26%	23	18%	50	16%	49
	7th Grade	31%	29	43%	40	23%	44
	8th Grade	31%	29	18%	49	20%	40
	Algebra I	25%	12	26%	35	29%	34
	Geometry	30%	10	20%	15	32%	22
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	6	29%	14	22%	41
	4th Grade	*	8	20%	10	22%	55
	5th Grade	*	7	*	8	26%	47
	6th Grade	57%	14	50%	10	22%	106
	7th Grade	*	8	44%	16	35%	110
	8th Grade	23%	13	*	8	29%	111
	Algebra I	*	5	33%	12	26%	111
	Geometry	*	5	*	7	30%	79
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	3	27%	11	29%	21
	4th Grade	18%	11	*	7	25%	12
	5th Grade	*	8	18%	11	27%	15
	6th Grade	*	8	33%	18	18%	34
	7th Grade	25%	12	31%	16	28%	40
	8th Grade	23%	13	23%	22	20%	35
	Algebra I	*	3	39%	23	33%	46
	Geometry	*	6	50%	12	35%	46

Continued on next page.

MATHEMATICS, continued							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL, continued	3rd Grade	25%	12	50%	10	-	-
	4th Grade	*	9	*	8	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	9	*	9	-	-
	7th Grade	20%	10	50%	10	-	-
	8th Grade	20%	10	25%	24	-	-
	Algebra I	*	3	36%	14	-	-
	Geometry	*	1	*	6	-	-

The small and varying number of charter school students who took the mathematics state assessment each year and at each grade level does not yield annual comparative information.

SCIENCE							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	5th Grade	*	2	*	2	*	5
	8th Grade	-	-	21%	38	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	5th Grade	18%	17	*	7	20%	25
	8th Grade	35%	31	36%	11	29%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	5th Grade	*	7	*	6	33%	43
	8th Grade	*	7	*	6	30%	117
FLORIDA VIRTUAL ACADEMY AT PASCO	5th Grade	*	4	27%	56	27%	15
	8th Grade	*	8	38%	13	23%	40
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	5th Grade	*	9	21%	24	-	-
	8th Grade	*	7	26%	23	-	-

The small and varying number of charter school students who took the science state assessment each year and at each grade level does not yield annual comparative information.

BIOLOGY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	2
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	7	36%	22	50%	14
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	*	2	*	7	60%	65
FLORIDA VIRTUAL ACADEMY AT PASCO	*	3	*	8	59%	34
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

CIVICS END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	*	1	*	3	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	45%	20	45%	40	38%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	82%	11	42%	19	42%	109
FLORIDA VIRTUAL ACADEMY AT PASCO	*	5	41%	17	42%	43
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	36%	11	*	9	-	-



US HISTORY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	4
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	1	62%	13	63%	19
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	-	-	*	4	51%	61
FLORIDA VIRTUAL ACADEMY AT PASCO	-	-	*	7	64%	22
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

The small and varying number of charter school students who took the three end of course state assessments each year and at each grade level does not yield annual comparative information. The charter schools did not have a sufficient number of students complete fall and spring school-administered standardized assessments to report trends or comparative information.

### SCHOOL GRADES

K12 Florida LLC has continued to qualify as a Virtual Instruction Provider since the last application cycle in 2015. In 2015-2016, 2016-2017, and 2017-2018, K12 Florida LLC maintained a school grade of “B”.

### TEACHER EVALUATIONS

- Percent of Teacher Evaluations Based on Student Performance

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

### DROPOUT AND GRADUATION RATES

#### *Dropout Rates*

#### **Florida Cyber Charter Academies**

Dropout rates are not yet calculated by the FLDOE.

**District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

***Graduation Rates*****Florida Cyber Charter Academies**

Graduation rates are not yet calculated by the FLDOE.

**District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.

- SY 2015-2016 96% Graduation rate
- SY 2016-2017 85% Graduation rate
- SY 2017-2018 92% Graduation rate

**DISCLOSURE WEBSITE**

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date: [www.k12.com](http://www.k12.com)

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8q

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** Gadsden County Public School Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manuel

**DIVISION:** K12 Education

       This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the Gadsden County’s Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manual provides guidance and support to the offerings of virtual opportunities available in the district. These opportunities are open to all eligible students within the district. GC-VIP is an innovative educational experience that takes place in an interactive learning environment created through technology. The Gadsden County Public School (GCPS) district remains steadfast to a commitment of excellence and provides virtual education an opportunity to the students of Gadsden County as a school choice option.

**FUND SOURCE:** FEFP

**AMOUNT:** Undetermined – based upon enrollment

**PREPARED BY:** Carolyn Francis

**POSITION:** Virtual School Administrator

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN’S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_



GADSDEN COUNTY  
PUBLIC SCHOOLS  
VIRTUAL INSTRUCTION  
PROGRAM

*Guidelines and  
Procedures*

*2020-2021*

## Gadsden County's Virtual Education

Gadsden County's Virtual Instruction Program (GC-VIP) is open to all eligible students within the district. GC-VIP is an innovative educational experience that takes place in an interactive learning environment created through technology. The Gadsden County Public School (GCPS) district remains steadfast to a commitment of excellence. Subsequently, GCPS holds all stakeholders in all settings—traditional and/or non-conventional—to the same standards established in following vision and belief statements:

### **VISION STATEMENT**

The Gadsden School District embraces systems of excellence to prepare ALL students to live and successfully compete in a global society.

### **MISSION STATEMENT**

The district mission is to collaborate with and engage all stakeholders in providing safe, caring, rigorous and engaging environments in which students can learn and succeed.

### **BELIEF STATEMENTS**

The Gadsden County School District believes that . . .

- All students can and will learn when instruction is engaging, rigorous, differentiated and individualized.
- Everyone must contribute to and be held accountable for student achievement.
- Each child is important and unique.
- Understanding and respecting *diversity* enriches students' lives.
- Every student has a right to a high quality education.
- Education is a shared responsibility of the student, parents, educators, and the community.
- Engaged families combined with highly effective teachers and school leaders are essential to a successful school.
- A well-trained professional teacher is the most important resource in a child-centered classroom.
- High-quality customer service is a necessary component of high-quality education.
- Everyone must be held to the highest ethical standards to achieve excellence.
- Everyone has the right to feel physically and emotionally safe at school.
- A highly effective support staff is an integral and essential component of the school district.

# Gadsden County's Virtual Instruction Program

## Guidelines and Procedures

### **Enrollment**

#### **Criteria for Eligibility (see Appendix A)**

#### **Florida Statute 1002.455 Student eligibility for K-12 virtual instruction**

All students, including home education and private school students, are eligible to participate in any of the following virtual instruction options:

- School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs;
- Full-time virtual charter school instruction authorized under s. 1002.33 to students within the school district or to students in other school districts throughout the state;
- Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state;
- Florida Virtual School instructional services.

#### **Methods to Enroll**

Students may apply to for participation in the GC-VIP through using one of the following methods:

- 1) Parents/Guardians may obtain and submit an application or request to the district's Parent and Community Involvement Office at (850) 627-9651 x 1252;
- or
- 2) Applications may be submitted online via a web-based application on the district's homepage.

Three enrollment periods will be offered throughout the academic year. Though the specific dates for the periods vary based on the start dates of the school year, the enrollment will be at least 90 days in duration and conclude 30 days prior to the first day of school/term per F.S. 1002.455.

#### **Application Process**

1. Application/Letter of Intent submission by Parents/Guardians (see Appendix B).
2. Letters of eligibility or ineligibility distributed.
3. Parents/Guardians must submit registration packets and participate in an online education orientation (see Appendix C).
4. Students are enrolled.

## **Gadsden County's Virtual Education Team (VET)**

### **Coordinators**

The primary points of contact and overseers of GC-VIP are the Instructional Media and Technology Department and a designee from the Federal Program Office with Curriculum experience. In addition to the district level points of contact, each school offering on-line courses will be required to designate at least one site-based support person with curriculum experience. In most cases, the site level point of contact will be the Assistant Principal for Curriculum (APC). However, in cases where there is no APC, a guidance counselor(s) or other teacher leader(s) will be assigned the task by the leader of the school.

### **Parent & Community Notification**

Parents and members of the community will be notified of both the virtual education options and dates for open enrollment through use of the multiple marketing campaigns via varied modes of communication. The following highlights the major strategies that will be implemented to distribute information regarding GC-VIP:

#### **GC-VIP Web-based portal**

The GC-VIP web-based portal serves a clearinghouse of resources and tools offering information, forms, and registration materials will be readily accessible.

#### **Telephone Announcements**

GCPS will utilize the Skylert Communication system as a means to directly contact parents and families throughout the county. Skylert enables the district to disseminate critical, timely information regarding the GC-VIP to all stakeholders and the system enables the VET to accurately verify receipt of the information. Telephone announcements will include the dates of enrollment periods.

#### **Media (Print & Audiovisual)**

The district will make direct contact with parents and families through use of mailers, flyers, direct phone calls, and/or postcards marketing the GC-VIP as well as advising potential registrants of critical enrollment dates and criteria for eligibility. In addition, all schools shall be required to display posters and flyers related to virtual education.

## **Attendance Requirements & Recording**

### **Compulsory Attendance Requirements**

- All student enrolled in GC-VIP are mandated to adhere to the compulsory attendance requirements mandated by the state of Florida and prescribed by the GCPS Student Code of Conduct. Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board. A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students. A student is considered a "habitual truant" when he/she has 21 unexcused absences within 90 calendar days. Minors who fail to satisfy attendance requirements are ineligible for driving privileges (s. 322.091, F.S.)



### **Attendance Recording Expectations**

All providers will be required to consistently record and maintain reports regarding student attendance, potential truancy issues, and/or chronic absenteeism so that early, proactive intervention measures can be assumed to support the student.

### **Attendance Audits**

During each 9-week period of the school year, the VIP providers shall provide attendance documents and documentation as part of an attendance audit. This audit will require that all virtual education instructors provide a list of students that have missed a substantial amount of instruction time and/or have made little progress in terms of course completion. The student and his/her family will be asked to work with district and/or site level personnel, along with the support of the virtual educator, to develop an action plan resolve the issue(s).

### **Student Progression**

The district's student progression plan (see Appendix D) establishes the procedures/requirements with regard to students progressing from one grade to another. Requirements related to student progression, including retention, promotion, and grade assignment, are the same for school district VIP students as they are for other students enrolled in the district.

### **Accessibility for All Students**

Students with disabilities are not restricted from participation in the virtual program. Current Individual Education Plans (IEP) of student applicants who meet the entrance criteria will be evaluated on an individual basis in order to determine the appropriateness of the virtual education option. Parents must be part of the IEP review process. Per Florida Department of Education guidelines, district virtual schools are choice options and are not required to fundamentally alter their instructional programs to meet the needs of every student with a disability.

### **Quality Control**

#### **Contractual Agreements**

Only VIP providers approved by the Florida Department of Education (FDOE) will be considered for contracts with the GCPS. All contractual agreements will clearly address the following provisions: a) student/teacher ratio, b) data quality requirements, c) security controls, and d) quality of instruction. (See Appendix H)

#### **Programs Under Consideration for Adoption (Review Process)**

The district's VET will conduct an annual review of all virtual offerings and make adjustments in course offerings, vendors/providers, and district-wide implementation framework as warranted. This process will be initiated the January prior to the implementation year. Through use of the provider qualifications outlined in the Florida Education Statute 1002.45(2)(3), the district will meticulously vet each potential vendor. Following the vetting process, a vendor will be selected and the contract negotiation process will begin. The district will use the contract template provided by the FLDOE as the model for all Virtual Education contractual agreements. Contracts should be finalized by late spring/early summer prior to the year of implementation.

### **Program Evaluation (Quality & Services)**

The currently adopted Virtual Education program and processes will be evaluated semi-annually to ensure adherence to current statutory provisions and assess how well the program is working to meet the needs of the learning community. The program evaluation process, which will be spearheaded by the Virtual Education Team (VET), will consist of acquiring and analyzing both qualitative and quantitative data and correlating the data with the goals and objectives for the program as defined by the district's VET. While program evaluation will be systematic and on-going, it is imperative to note that a meticulous analysis will be conducted at the close of the academic year. (See Appendix E)

### **Background Checks & Screenings**

Prior to the beginning of each semester, the district will acquire and analyze all documents and/or records related to background checks, security screenings, and licensing information for any individual that will be in contact with students. Personnel will not have access to students and/or student data until he/she has been cleared by the district's Human Resources office in accordance to F.S. 1012.32.

### **Materials & Resources**

Within the first 20 days of each school term, the district will verify receipt of instructional materials and resources. Each family enrolled in Gadsden County's Virtual Education Program will be contacted directly and required to complete and submit the district's verification (See Appendix G) form through one of the following methods:

- Email
- Postal Mail, or
- online submission

### **State Requirements for Virtual Education**

Each virtual instruction program under this section must:

- (a) Align virtual course curriculum and course content to the Sunshine State Standards under F. S. 1003.41;
- (b) Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study;
- (c) Provide each student enrolled in the program with all the necessary instructional materials.
- (d) Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with:
  - a. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and
  - b. Internet services necessary for online delivery of instruction.
- (e) Not require tuition or student registration fees.

**STUDENT ELIGIBILITY** — A student may enroll in a virtual instruction program provided by the school district or by a virtual charter school operated in the district in which he or she resides if the student meets eligibility requirements for virtual instruction pursuant to F.S. 1002.455.

**For Additional Information Please See  
The Gadsden County VIP Timeline/Action Plan  
(See Appendix F)**

**APPENDIX A**  
**Virtual Instruction Program**  
**Criteria and Eligibility Chart**

<b>CRITERIA VERIFICATION</b>
<p><b>Students who enroll in some of the virtual options must meet at least one of the criteria specified in s.1002.455, F.S.</b></p> <p>(1) School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. <u>1002.45(1)(b)</u>.</p> <p>(2) Full-time virtual charter school instruction authorized under s. <u>1002.33</u> to students within the school district or to students in other school districts throughout the state pursuant to s.<u>1002.31</u>.</p> <p>(3) Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. <u>1003.498</u>.</p> <p>(4) Florida Virtual School instructional services authorized under s. <u>1002.37</u>.</p>
<p>Student eligibility is determined by either reviewing the student’s previous year enrollment history with the district or, for those students who have transferred from another district, using the Student Locator function available from the department. Specific instructions for using the Student Locator function are available by either contacting a district’s management information system staff or the department’s Office of Education Information and Accountability Services (<a href="mailto:ASKEIAS@fldoe.org">ASKEIAS@fldoe.org</a>).</p>
<p>Siblings are eligible if their brother or sister is currently enrolled in a full-time public virtual school and was also enrolled at the end of the previous year. Districts may use paperwork normally gathered at registration/enrollment, such as a birth certificate or adoption papers to determine sibling eligibility.</p>
<p>A review of transfer orders will satisfy the verification requirement for dependent children of members of the United States Armed Forces.</p>
<p>Section 1002.20 (18) (a), F.S., states students who meet specified academic and conduct requirements are eligible to participate in extracurricular activities. In addition, section 1006.15 (5) (b), F.S., states “any organization or entity that regulates or governs extracurricular activities of public schools...shall not discriminate against any eligible student based on an educational choice of public, private, or home education.”</p>

# The School Board of Gadsden County

**ROGER P. MILTON**  
SUPERINTENDENT OF SCHOOLS



*"Putting Children First"*

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FL 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
<http://www.gcps.k12.fl.us>

**TO:** Superintendent of Schools

**RE:** Notice of Intent to Establish and Maintain a Home Education or Virtual Instruction Program

This letter is to inform you of our intent to establish and maintain a home education program for our child(ren), according to Florida Statutes 1002.41.

*Please Print*

Child Name	Date of Birth	Current School/Grade Level <i>(Optional)</i>

Parent's Name *(please print)* \_\_\_\_\_

Home Address, City/Zip Code *(please print)* \_\_\_\_\_

Phone Number \_\_\_\_\_ Second Phone Number \_\_\_\_\_

Reason for Virtual Instruction or Home School Program *(Optional)*

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Mail, bring or fax to:**

Superintendent of Schools  
Gadsden County Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351 FAX: 850-627-7594

AUDREY LEWIS  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

STEVE SCOTT  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Leroy McMillan  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

CHARLIE D. FROST  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

TYRONE D. SMITH  
DISTRICT NO. 5  
QUINCY, FL 32353

# The School Board of Gadsden County

**ROGER P. MILTON**  
SUPERINTENDENT OF SCHOOLS



*"Putting Children First"*

35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FL 32351  
TEL: (850) 627-9651  
FAX: (850) 627-2760  
<http://www.gcps.k12.fl>

## VIRTUAL INSTRUCTION REGISTRATION and ORIENTATION FORM

**TO:** Superintendent of Schools

**RE:** Registration and Parent Orientation for Home Education or Virtual Instruction Program

This letter is to inform you of our intent to provide registration materials to the district for virtual or home instruction; participate in an online orientation for the virtual instruction; and our commitment to maintain a quality virtual program for our child(ren), according to Florida Statutes 1002.41.

Parent's Name *(please print)* \_\_\_\_\_  
Home Address, City/Zip Code *(please print)* \_\_\_\_\_  
Phone Number \_\_\_\_\_ Second Phone Number \_\_\_\_\_  
Reason for Virtual Instruction *(Optional)* \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

SEX:  Female  Male  
RACE:  White/Non-Hispanic  Black, Non Hispanic  Asian/Pacific Islander  American Indian or Alaska Native  Multiracial/Other  
ARE YOU HISPANIC or LATINO:  Yes  No  
*Hispanic or Latino – A person of Cuban, Mexican, South or Central American, or other Spanish culture or origin regardless of race*

**Please Print**

Child Name	Date of Birth	Current School/Grade Level (Optional)
Email:		

**Required Attachment: Birth Certificate / Driver License**

**Mail to:**  
Superintendent of Schools  
Gadsden County Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351  
FAX: 850-627-7594

AUDREY LEWIS  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

STEVE SCOTT  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Leroy McMillan  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

CHARLIE D. FROST  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

TYRONE D. SMITH  
DISTRICT NO. 5  
QUINCY, FL 32353

# APPENDIX D

## Student Progression Plan

Available at: [www.gadsschools.org](http://www.gadsschools.org)

*(type keywords 'student progression plan' into search box at top right of page)*

*Revised annually*

**APPENDIX E**  
**Gadsden County's Virtual Education Review Tool**

Program Name: \_\_\_\_\_ Date of Review: \_\_\_\_\_

<b>Submitted by:</b>	<b>Reviewed by:</b>
<b>Decision Recommended:</b>	<b>Decision Made:</b>
<b>Rationale:</b>	<b>Rationale:</b>

**Directions:**

For each standard please review the relevant information or materials in the course and determine if the standard is not in place, is developing, is developed with inconsistent implementation and fidelity, or is developed and implemented with fidelity. Place a check mark in the appropriate location. Please use the following guidelines to make these determinations:

The Virtual Learning Program Rubric includes examples that convey one component of a fully met standard. These examples are meant to serve as a model for what the scale looks like in action and to assist you in your review; however, they are not exhaustive or mandatory for each standard.

A Virtual Learning Program Standard consists of all or a combination of certain characteristics, a process for implementation, a process for assessing the fidelity of implementation, and alignment or integration with other efforts.

**Scale:**

**Fully Met** – All characteristics of the standard are developed. A process to implement is in place. Implementation is done consistently and with fidelity across the system.

**Partially Met** – Characteristics of the standard are developed. A process to implement is developed. Implementation is not done consistently or with fidelity across the system.

**Developing** – Characteristics of the standard are being developed. A process to implement is being developed.

**Beginning** – There is little or no development of the standard and little or no implementation of the standard.

*Please use the Evidence, Notes, Comments section to indicate why a particular score was given, to provide brief suggestions for improvement (if necessary), or to include a description of why something was particularly well done. It is strongly recommended that you explain how you scored standards with multiple variables (e.g., The course content comprehensively and rigorously addresses identified course objectives).*

### Gadsden County's Virtual Education Review Tool

1. Program Design: This domain reflects the Virtual Learning Program's mission and goals and addresses the accessibility and understanding of these to relevant stakeholders, including students, parents, and community members.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<b>Standard 1.1: The Virtual Learning Program mission statement reflects the importance of virtual learning and is informed by K12 research and best practices</b>	A mission statement has been developed that reflects the importance of virtual learning and the desired program impacts. It is informed by K12 virtual learning research and/or practices.	A mission statement has been developed that reflects the importance of virtual learning and the desired program impacts. It is not informed by K12 virtual learning research and/or practices.	A mission statement is being developed that reflects the importance of virtual learning. It is not informed by K12 virtual learning research and/or practices.	No mission statement has been developed.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 1.2: The Virtual Learning Program goals and objectives are clearly defined, specific, measurable, achievable, results focused, and time bound.</b>	Virtual learning goals and objectives have been developed that reflect the program's mission. Goals and objectives are specific, measurable, achievable, results focused, and time bound.	Virtual learning goals and objectives have been developed that reflect the program's mission. Goals and objectives are not specific, measurable, achievable, results focused, or time bound.	Virtual learning goals and objectives are being developed that reflect the program's mission.	Virtual learning goals and objectives have not been developed.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 1.3: Consistent efforts are made to communicate the program mission, goals, and objectives to all stakeholders.</b>	Information about the program mission, goals, and objectives is consistently communicated through the use of multiple methods. A plan exists and is being implemented to measure stakeholder understanding and to continuously improve communication efforts.	Information about the program mission, goals, and objectives has been communicated through the use of multiple methods. A plan has been developed for measuring stakeholder understanding.	Information about the program mission, goals, and objectives has been communicated through some other methods. No plan has been developed for measuring stakeholder understanding.	The Virtual Learning Program mission, goals, and objectives have not been communicated to stakeholders.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 1.4: The Virtual Learning Program goals encourage the development of strong working relationships with the broader community to support students' academic progress and social and emotional well-being.</b>	The Virtual Learning Program has goals to engage the broader community in support of students' academic progress and social and emotional well-being. Partnerships have been developed, are active, and are continually assessed to ensure desired outcomes are achieved.	The Virtual Learning Program has goals that reflect the need to develop working relationships with the broader community to support students' academic progress and social and emotional well-being. These goals have been communicated to a variety of stakeholders.	The Virtual Learning Program is developing goals that reflect the need to develop working relationships with the broader community to support students' academic progress and social and emotional well-being.	The Virtual Learning Program goals do not reflect the need to develop working relationships with the broader community to support students' academic progress and emotional well-being.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 1.5: The Virtual Learning Program goals include developing strong working relationships with</b>	The Virtual Learning Program includes goals to work with the broader community to continually increase access for all	The Virtual Learning Program includes goals to work with the broader	The Virtual Learning Program is developing goals to include the	The Virtual learning Program goals do not include working with the	



1. Program Design: This domain reflects the Virtual Learning Program's mission and goals and addresses the accessibility and understanding of these to relevant stakeholders, including students, parents, and community members.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
the broader community to support access for all students.	students. It frequently measures access to ensure all students have equitable opportunities.	community to continually increase access for all students.	broader community to increase access for some students.	broader community to increase access for students.	
<i>Evidence, Notes, Comments</i>					

2. Curriculum/Instruction: This domain reflects the design and rigor of the Virtual Learning Program curriculum as well as the fidelity of its implementation.					Score
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	
<b>Standard 2.1: Virtual Learning Program curriculum is aligned to state/district standards and performance goals.</b>	The Virtual Learning Program curriculum has been aligned to the state/district standards and contains clearly stated performance goals. There is a process to continually assess alignment across all standards and grades.	The Virtual Learning Program curriculum has been aligned to the state/district standards and contains clearly stated performance goals. There is no process to continually assess alignment across all standards and grades.	A plan is being developed to align the Virtual Learning Program curriculum to the state/district standards and performance goals.	Virtual learning Program curriculum is not aligned to state/district standards and is not mapped to performance goals.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 2.2: The implementation of the Virtual Learning Program curriculum is monitored for quality and fidelity.</b>	A plan has been developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity. The monitoring process is implemented with consistency and fidelity. There is a process for reflecting on and using feedback from monitoring for ongoing curriculum and instructional enhancement.	A plan has been developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity. The monitoring process is being implemented but not consistently or with fidelity.	A plan is being developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity.	There is no plan developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 2.3: Virtual Learning Program curriculum is organized (i.e., clear, coherent, and aligned vertically between grades and horizontally across subjects on the same grade level) and rigorous (i.e., embeds critical thinking, problem solving, analysis, integration, creativity, and collaboration and provides guidance for differentiation according to student abilities).</b>	The Virtual Learning Program curriculum has a detailed plan, has clear conceptual organization, and adheres to standards, which provide for deeper learning opportunities that challenge and engage students.	The Virtual Learning Program curriculum shows evidence of planning and has clear conceptual organization. However, it does not adhere to standards and/or lacks in deeper learning opportunities.	A plan is in place to strengthen both the organization and rigor of the Virtual Learning Program curriculum.	The Virtual learning Program curriculum is neither organized nor rigorous.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 2.4: Virtual Learning Program curriculum and assessments are competency based (i.e., students progress as they demonstrate mastery).</b>	Virtual learning Program curriculum is aligned to a competency-based learning approach and includes competency-based assessments that allow students to demonstrate mastery.	Virtual Learning Program curriculum is aligned to a competency-based learning approach but does not include competency-based assessments that allow students to demonstrate mastery.	There is a process in place to ensure the Virtual Learning Program curriculum and assessments are aligned to a competency-based learning approach.	Virtual learning Program curriculum and assessments are not aligned to a competency-based learning approach.	
<i>Evidence, Notes, Comments</i>					

2. Curriculum/Instruction: This domain reflects the design and rigor of the Virtual Learning Program curriculum as well as the fidelity of its implementation.					Score
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	
<p><b>Standard 2.5: Virtual Learning Program instruction reflects pedagogical preparation (i.e., coursework and/or training/practice designed to prepare instructors) toward college and career readiness.</b></p> <p><i>Evidence, Notes, Comments</i></p>	<p>The design of the Virtual Learning Program instruction incorporates and models current college and career readiness standards, and the instruction is being implemented with consistency and fidelity.</p>	<p>The design of the Virtual Learning Program instruction incorporates and models current college and career readiness standards. The instruction is not being implemented with consistency or fidelity.</p>	<p>There is a plan to ensure the design and implementation of the Virtual Learning Program instruction incorporates and models current college and career readiness standards.</p>	<p>The design and implementation of the Virtual Learning Program instruction does not incorporate or model current college and career readiness standards.</p>	
<p><b>Standard 2.6: Virtual Learning Program curriculum includes objectives that require interactive collaboration between students to students and students to teachers.</b></p> <p><i>Evidence, Notes, Comments</i></p>	<p>The curriculum includes objectives that require high levels of interactive collaboration between students to students and students to teachers and is being implemented consistently with fidelity.</p>	<p>The curriculum includes objectives that require high levels of interactive collaboration between students to students and students to teachers. It is not being implemented consistently or with fidelity.</p>	<p>A plan is being developed to ensure the curriculum consistently reflects objectives that require high levels of interactive collaboration between students to students and students to teachers.</p>	<p>The curriculum does not include objectives that require high levels of interactive collaboration between students to students and students to teachers.</p>	
<p><b>Standard 2.7: The Virtual Learning Program reflects instructional methods that support personalized learning (i.e., learning experiences, instructional approaches, and academic-support strategies that are intended to address the distinct learning needs, interests, aspirations, and cultural backgrounds of individual students).</b></p> <p><i>Evidence, Notes, Comments</i></p>	<p>Virtual Learning Program instructional methods support personalized learning for all students and are being implemented with fidelity.</p>	<p>Virtual learning Program instructional methods support personalized learning for all students but are not being implemented with fidelity.</p>	<p>Virtual Learning Program instructional methods are being developed to support personalized learning for all students.</p>	<p>The Virtual Learning Program does not reflect instructional methods that support personalized learning for all students.</p>	

**3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.**

Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<b>Standard 3.1: The Virtual Learning Program has all the educational materials needed to be successful in a virtual learning environment.</b>	Program has all the materials needed to be successful in a virtual environment, including hardware, software, internet, manipulatives, textbooks, etc. These materials are accessible to all essential stakeholders.	Program has all the materials needed to be successful in a virtual environment, including hardware, software, internet, manipulatives, textbooks, etc. These materials are accessible to most, but not all, essential stakeholders. Plans are developed to reach full accessibility for all essential stakeholders.	All materials needed to be successful in a virtual environment are in the process of being acquired. Plans to make these materials available to all essential stakeholders are being developed.	Materials needed to be successful in a virtual environment are being identified and acquired. No plan has been developed to make these materials available to all essential stakeholders.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 3.2: The Virtual Learning Program provides opportunities for training regarding program methodologies and the proper use of the learning management system.</b>	Administrators, teachers, staff, students, parents, and other stakeholders have access to training regarding Virtual Learning Program proper use of the learning management system. All essential stakeholders are using the training consistently.	Administrators, teachers, staff, students, parents, and other stakeholders have access to training regarding Virtual Learning Program methodologies and the proper use of the learning management system. All essential stakeholders are using the training, but not consistently.	A plan is being developed to train stakeholders regarding Virtual Learning Program methodologies and the proper use of the learning management system.	The Virtual Learning Program has little to no evidence of access to training for stakeholders regarding program methodologies and the proper use of the learning management system.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 3.3: Staff and students have reliable access to resources and support for learning.</b>	Staff and students have access with 90 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.	Staff and students have access with 80 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.	Staff and students have access with 50 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.	Staff and students have access with less than 50 percent reliability to support hardware, software, and human resources for the Virtual Learning Program.	
<i>Evidence, Notes, Comments</i>					
<b>Standard 3.4: The governance system (i.e., the distribution of power among levels of government and roles of various officials, administrators, teachers, parents, and students) provides stewardship and oversight of the Virtual Learning Program.</b>	There is a governance system to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team have been developed. The governance system is enacted with consistency and fidelity.	There is a governance system to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team have been developed. The governance system is enacted but without consistency and fidelity.	There is a governance system being developed to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team are being developed.	There is no governance system to ensure the success and sustainability of the Virtual Learning Program.	
<i>Evidence, Notes, Comments</i>					

3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<p><b>Standard 3.5: The governance system for the Virtual Learning Program has established an effective process for decision making and communication.</b></p> <p><i>Evidence, Notes, Comments</i></p>	The governance system has clear and well-understood processes for decision making and communication. The processes are implemented with consistency.	The governance system has clear and well-understood processes for decision making and communication. The processes are implemented but without consistency.	The governance system is developing or clarifying processes for decision making and/or communication.	The governance system has no clear processes for decision making and/or communication.	
<p><b>Standard 3.6: The governance system for the Virtual Learning Program includes a process to approve and update policies related to virtual learning.</b></p> <p><i>Evidence, Notes, Comments</i></p>	A plan has been developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations. The implementation of this plan is consistent, and revisions are made as needed.	A plan has been developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations. The implementation of this plan is inconsistent.	A plan is being developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations.	There is no plan developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations.	
<p><b>Standard 3.7: The governance system for the Virtual Learning Program addresses evaluation of instructional quality and program delivery using clear policies, measures, and procedures.</b></p> <p><i>Evidence, Notes, Comments</i></p>	The governance system has developed an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures. The evaluation plan is being implemented with consistency and fidelity. Feedback is used to guide program and instructional enhancements.	The governance system has developed an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures. The evaluation plan is being implemented but without consistency and fidelity.	The governance system is developing an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures.	The governance system has no evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures.	
<p><b>Standard 3.8: The Virtual Learning Program provides opportunities for educators to reflect on the implementation of the program, curriculum, instructional practices, and student results.</b></p> <p><i>Evidence, Notes, Comments</i></p>	A mechanism has been developed to enable educators to reflect on the implementation of the Virtual Learning Program, curriculum, instructional practices, and student results. The reflection process is effective and informs changes as needed.	A mechanism has been developed to enable educators to reflect on the implementation of the Virtual Learning Program, curriculum, instructional practices, and student results. The reflection process requires enhancement (e.g., more frequency, more substance, greater participation).	A mechanism is being developed to enable educators to reflect on the implementation of the Virtual Learning Program, curriculum, instructional practices, and student results.	A mechanism has not been developed to enable educators to reflect on the implementation of the Virtual Learning Program, curriculum, instructional practices, and student results.	
<p><b>Standard 3.9: The Virtual Learning Program has staffing and supervision plans that define and</b></p> <p><i>Evidence, Notes, Comments</i></p>	A plan has been developed to address staffing and supervision of the Virtual Learning Program. Staffing and supervision	A plan has been developed to address staffing and supervision of the Virtual Learning Program. There is no	A plan is being developed to address staffing and supervision of the Virtual Learning Program.	A plan has not been developed to address staffing and supervision of the Virtual Learning Program.	

3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
delineate roles and responsibilities among leaders, faculty, staff, and other stakeholders. <i>Evidence, Notes, Comments</i>	are consistently reviewed, and inefficiencies are mitigated as needed.	process for reviewing inefficiencies in staffing/supervision and/or mitigating these on an ongoing basis.			
<b>Standard 3.10: The Virtual Learning Program has monitoring and evaluation plans in place to ensure that all essential stakeholders have the knowledge and skills to participate in and implement the program with fidelity.</b> <i>Evidence, Notes, Comments</i>	A plan has been developed to assess and build the knowledge and skills of stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed. The plan is being implemented with consistency and fidelity.	A plan has been developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed. The plan is being implemented but not with consistency and fidelity.	A plan is being developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed.	A plan has not been developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed.	
<b>Standard 3.11: The governing system for the Virtual Learning Program includes essential stakeholders.</b> <i>Evidence, Notes, Comments</i>	A plan has been developed to form a governing system for the Virtual Learning Program that includes essential stakeholders. All essential stakeholders are represented.	A plan has been developed to form a governing system for the Virtual Learning Program that includes essential stakeholders. Outreach and recruitment is ongoing to form this governing system. Not all essential stakeholders are yet represented.	A plan is being developed to form a governing system for the Virtual Learning Program that includes essential stakeholders.	There is no governing system for the Virtual Learning Program that includes essential stakeholders.	

## APPENDIX F Gadsden County's Virtual Instruction Procedural Plan

Task	Timeframe	Evidence, Artifacts, and/or Documentation	Persons Responsible
Development of the Gadsden County School's Virtual Education Team (VET).	Late Summer/Early Fall (prior to implementation)	<ul style="list-style-type: none"> <li>- Team rosters</li> <li>- Sign in Sheets</li> <li>- Agenda, notes, and minutes from meetings</li> </ul>	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Decision making regarding the option and/or framework to be used for Virtual Education for the upcoming school year. And, develop, collaboratively, a draft calendar for virtual instruction.	Late Summer/Early Fall (prior to implementation)	<ul style="list-style-type: none"> <li>- Sign in sheets</li> <li>- Agendas, notes, and minutes from meetings</li> <li>- Calendar outlining enrollment dates as well as critical points within the year such as completion dates and deadlines for submitting grades to the district office</li> </ul>	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Launch the content review/vetting process for prospective Virtual Instruction Providers for the next school. Potential vendors will be selected from the FLDOE's list of approved providers.	January-March proceeding the academic year of implementation  Contracts must include: student-teacher ratios; data quality requirements; minimum required security controls, and provider compliance with contract terms or quality of instruction.	<ul style="list-style-type: none"> <li>- Team rosters</li> <li>- Agendas, notes, and minutes from meetings</li> <li>- Rubrics and other paperwork associated with analyzing the curricula and quality of service</li> </ul>	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Selection of program(s), acquisition of quotes and/or cost analyses, and drafting of contract(s).	March-May	<ul style="list-style-type: none"> <li>- Cost Analyses</li> <li>- Budgets</li> <li>- Quotes</li> <li>- Contracts</li> </ul>	The Director of Media and a designee from the Deputy Superintendent's Office.
Submission of contract to the School Board for approval.	June of the summer prior to the year of implementation	<ul style="list-style-type: none"> <li>- School Board approval (notes/minutes)</li> </ul>	Designee from the Deputy Superintendent's Office.
Development of advertisement in various formats and/or mediums to notify parents, families, and the community of the option of virtual education and open enrollment periods for Virtual Education.		<ul style="list-style-type: none"> <li>- Gadsden County's Virtual Education Portal (web-based)</li> <li>- Post cards distributed to all students registered in GCPS (preK-12)</li> <li>- Flyers and postings to be displayed in every school's office and guidance department</li> </ul>	Media and Technology
Distribution of media both digital and print notifying parents, families, and community members of the Virtual School options and advising them of the open enrollment periods.	No later than March 1 <sup>st</sup> for Summer Open Enrollment  No later than May 1 <sup>st</sup> for Fall Open Enrollment  No later than October 1 <sup>st</sup> for Spring Open Enrollment	<ul style="list-style-type: none"> <li>- Gadsden County's Virtual Education Portal (web-based)</li> <li>- Instant messages (via Lan, mobile, and email) through use of the district's home-to-school communication tool</li> <li>- Postal Receipts</li> <li>- Mailing Lists</li> </ul>	Media and Technology, site-based administrators and guidance counselors; designee from Deputy Superintendent's Office  <b>NOTE: Skylert notification must be 90 days before the open enrollment date and must include the enrollment dates.</b>

Task	Timeframe	Evidence, Artifacts, and/or Documentation	Persons Responsible
Initiate the enrollment process.	<p>(per F.S. 1004.25(1)(b) – 90 days before open enrollment dates)</p> <p>Varies based on enrollment period(s) – but it will be 90+ days ending 30 days prior to the first day of the school year (per Section 1002.45 F.S.)</p>	<ul style="list-style-type: none"> <li>- Flyers and postings to be displayed in every school's office and guidance department</li> <li>- Enrollment documents</li> <li>- Course schedule</li> </ul>	Site-based guidance counselors and administrators for curriculum
Verify students' receipt of instructional materials, tools and equipment, including internet access.	Varies based on enrollment period. However, all verifications will be completed prior to the commencement of the first day of the course(s).	<ul style="list-style-type: none"> <li>- Verification records from the VIP</li> </ul>	Designee from Deputy Superintendent's Office
Attendance Audits	Every 9 weeks	<ul style="list-style-type: none"> <li>- Attendance records</li> <li>- Early Warning Systems (EWS) data</li> </ul>	Designee from Deputy Superintendent's Office Curriculum and Instruction
Program Evaluation	<p>Ongoing</p> <p>A comprehensive summative analysis will take place at the close of each academic year.</p>	<ul style="list-style-type: none"> <li>- Sign in sheets</li> <li>- Agendas, minutes, notes, etc.</li> <li>- Evaluation analyses paperwork (See Appendix D)</li> </ul>	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.



**APPENDIX G**  
**Gadsden County Public Schools Virtual Instruction Program**  
**Acknowledgement/Verification of Materials Received**

<b>Parent/Guardian's Name</b>	
<b>Street Address</b>	
<b>City, State, and Zip Code</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

I \_\_\_\_\_ (*Print Name-Parent/Guardian*), hereby acknowledge that I received all of the materials listed on the attached page and further acknowledge that the merchandise has been inspected and is without defect.

**Virtual Providers Name** (*Print*) \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Student Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Important Note: Please submit this document and copies of the packing slips to the Gadsden County School Board within ten (10) business days of delivery of the materials and resources. Thank you in advance for your cooperation and assistance.*

**Ensure you have included the following documents:**

- Packing Documents
- Acknowledgement/Verification Form Fully Completed

**Please send the above documents via:**

**Postal Mail:**

Gadsden County School Board  
 Attention: Cheryl Ellison  
 35 Martin Luther King Jr. Blvd.  
 Quincy, FL 32351

**Fax:**

(850) 627-3530

**Or, email:**

[ellisonc@gcpsmail.com](mailto:ellisonc@gcpsmail.com)

## APPENDIX H

### AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS

**FUEL/K12** takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers *may* also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

**Edgenuity** commits to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 30 students for grades K-5, one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.

**PAEC** maintains the student teacher ratio average of all instructors for K-12 at 30:1 with no single teacher classroom exceeding 150 active students at any one time..

#### **Data Quality Requirements/Reporting:**

The Gadsden school district will monitor compliance with data requirements at the end of each semester. The dates are as follows:

***First Semester Ends: December 18, 2019***

***Second Semester Ends: May 28, 2020***

#### **Minimum Required Security Controls:**

Virtual Instructional Provider will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records. All providers has secured clearinghouses that is password protected and allows the VIP district Liaison to retrieve confidential information anytime needed.

#### **Provider compliance with contract terms or quality of instruction:**

A VIP district Liaison acts for the district in all matters pertaining to their contract, including but not limited to monitoring compliance with contract terms and quality of virtual instruction pursuant to State and Client policy, and to accept and approve all deliverables and invoices.

Accepts standard publications of the Virtual Instructional Provider for all compliance and documentation purposes (i.e., **program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes**). *The following are links to VIP Provider's Disclosure Website:*

Florida Virtual School (<https://www.flvs.net/>)

K-12 Fuel Education (<http://www.k12.com/>)

PAEC FLVS Franchise (<http://my.paec.org/>)

Edgenuity ([www.edgenuity.com](http://www.edgenuity.com))

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8r

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Statement of Understanding for Emergency Transportation Services

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the Statement of Understanding for Emergency Transportation Services that establishes a pre-arranged support or source for emergency transportation for RiverChase Center residents during a disaster. The Center would pay for the use of buses on a per mile basis and bus drivers and attendants on an hourly basis.

**FUND SOURCE:** Reimbursement to General Fund

**AMOUNT:** Payments from the Center to the District as defined in the document

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

# Statement of Understanding for Emergency Transportation Services

NF RiverChase, LLC d/b/a RiverChase Health and  
Rehabilitation Center  
1017 Strong Road  
Quincy, Florida 32351

The School Board of Gadsden County, Florida  
35 Martin Luther King Jr. Blvd  
Quincy, Florida 32351

**WHEREAS** this Agreement (the Agreement) is made and entered into by and between NF RiverChase, LLC d/b/a RiverChase health (hereafter "Center") and the School Board of Gadsden County, Florida (hereafter "Support Agency")

## I. Purpose:

Providing the Center with pre-arranged support or an alternative source for emergency transportation resources, as needed during an actual disaster situation (fire, hurricane, tornado, and declared states of emergency)

## II. Plan:

The Support Agency agrees to furnish the Center transportation services during a time of actual disaster as follows: **USE OF SCHOOL BUSES, INCLUDING DRIVERS, FOR EVACUATION, IF VEHICLES AND DRIVERS ARE AVAILABLE.** Pursuant to Florida statutes, the Support Agency cannot operate buses with transports when the wind speed sustains a rate of 35 miles per hour.

A. The Center will pay the Support Agency at a rate of \$25 per hour for all Drivers provided and, if needed, \$15 per hour for Bus Assistant (Hour Minimum). In addition, the Center will pay the Support Agency \$1.50 per mile. Each trip will begin when bus leaves the school district's compound and concludes upon return to the compound. Lodging and Meals are to be provided by the Center for all Trips in excess of eight (8) hours in a day. The Center shall compensate Support Agency for services based on written invoices within 45 days of receipt of invoice.

B. The Center agrees to provide all staff needed to assist non-ambulatory patient and patients with other mobility issues in boarding the buses and to provide other assistance needed by the patient being transported.

C. The Center agrees to take required precautions and comply with all CDC and Department of Health requirements relating to the current COVID-19 pandemic and any other declared pandemics. The Center also agrees to notify the Support Agency if any patient have been diagnosed with or suffering from COVID-19 or any other contagious condition or illness.

**Execution:**

This Agreement shall be in full force and effect from the date hereof for a period of (1) year and automatically renewed for additional one (1) year period thereafter. This agreement may be terminated at any time by either party with or without cause upon thirty (30) days prior written notice to the other party.

Please see attached Rider 1 to be incorporated herein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Support Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center

## Rider 1

Statement of Understanding of Emergency Services between NF RiverChase, LLC d/b/a RiverChase Health and Rehabilitation Center (hereinafter "Center") and Gadsden County School District (hereinafter "Support Agency").

The following provisions supplement and are made a part of the Statement of Understanding of Emergency Services, dated as of June 1, 2020, between Center and Support Agency.

### 1. Obligations of Support Agency:

- 1.1. Nondiscrimination. Support Agency agrees not to discriminate against patients on the basis of race, color, religion, sex, national origin, age, disability, marital status or veteran's status, and to provide medical services within the limits of their specialty.
- 1.2. Time of Service. Support Agency shall start providing evacuation services as soon as is practicable based on the need to find drivers and available vehicles upon formal request by Center.
- 1.3. Minimum Vehicles. Support Agency shall send all available units for evacuation services when requested by Center.
- 1.4. License and Insurance. Support Agency shall remain duly licensed and shall maintain liability insurance coverage with a minimum liability coverage amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate in addition to automobile insurance and workers compensation coverage that meets or exceeds the State statutory limit. Support Agency shall provide Center with a certificate evidencing such insurance coverage and a copy of current license at the time of initial Agreement and will keep Center apprised of any updated certificates evidencing a change within the policy.
- 1.5. Indemnification. Support Agency shall save, indemnify and hold Center, its officers, director, employees and agents harmless of and from any and all liability, loss, costs, and expenses incurred directly or indirectly from any act or omission of Support Agency, negligence of its agents or employees from any cause arising from or relating to Support Agency's performance under this Agreement. This indemnification does not extend to gross negligence of Support Agency's agents or employees and does not waive Support Agency's sovereign immunity under Section 768.28, Florida Statutes.
- 1.6. Credential Posts, Warrants, and Changes. Support Agency shall provide Center with a current copy of their license. Support Agency further warrants that all information provided to Center is true and accurate and if any changes occur, notification will be provided.
- 1.7. Disputes and Grievances. Support Agency shall cooperate with Center in resolving any disputes or grievances, either by a patient or employee of Center.

**2. Confidentiality.**

2.1. All parties to this Agreement shall safeguard the confidentiality of patient beneficiary's health/medical records and treatment, in accordance with Federal and State laws. All parties acknowledge that such information is to be kept in strict confidence and not to disclose or make available such information to any third part, except as required by law.

**3. Conflict of Interest.**

3.1 Support Agency certifies that, to the best Support Agency's knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Support Agency and any employee of Center or any affiliate of Center, or between Support Agency and any relative of an employee of Center or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of Center or any affiliate of Center in connection with the awarding, making amending or making determination concerning the performance of this of any other agreement.

3.2 The exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by either party to this Agreement to the other party is expressly prohibited. The prohibition is equally applicable to either party's officers, employees, agents or immediate family members. Any violation of this provision by Support Agency constitutes material breach of this Agreement.

**4 Notices.**

4.1 Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, first class postage prepaid, return receipt requested, and addressed to the party as follows:

If to Center: RiverChase Health and Rehabilitation Center  
1017 Strong Road  
Quincy, Florida 32351  
Attn: Administrator

And to: Gulf Coast Health Care, LLC  
40 South Palafox Place, Suite 400  
Pensacola, Florida 32502  
Attn: President

If to Contractor: School Board of Gadsden County  
35 Martin Luther King Jr. Blvd  
Quincy, Florida 32351



**5 General Provisions.**

5.1 Amendment. This Agreement may be amended or modified at any time by the written consent of the parties.

5.2 Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be proper in Gadsden County.  
Is located except as such laws may have been pre-empted by applicable Federal law.

5.3 Miscellaneous. This Agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete Agreement between the parties. This Agreement may only be amended or modified by written agreement signed by both parties.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8s

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEM:** Trumpler v. Gadsden County School Board

**DIVISION:**

**PURPOSE AND SUMMARY OF ITEM:** The purpose of this item is to get final approval of a settlement in the above-referenced matter.

Ms. Trumpler alleges that she was non-renewed because she complained of racial discrimination.

The parties reached a negotiated settlement on the eve of mediation for \$35,000. Ms. Trumpler will be responsible for her attorney's fees and litigation costs, as well as satisfaction of any outstanding liens. The District has liability insurance coverage for this matter and the carrier is aware of and has authorized the recommended settlement amount. Therefore, we, along with the District's insurance carrier, recommend approval of the settlement.

**The Superintendent recommends approval of this item.**

<b>FUND SOURCE:</b>	General
<b>AMOUNT:</b>	\$35,000.00
<b>PREPARED BY:</b>	DSM
<b>POSITION:</b>	School Board Attorney

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Liquid Propane Gas-District Wide

DIVISION: Facilities

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #5388-2017 Liquid Propane Gas-District Wide for fiscal year 2020-2021. The price per gallon charged is on a weekly average price as reported at Mt. Belvieu, TX and as reported in the Wall Street Journal for the week of each delivery with a firm mark-up price of .2290. This is a request for School Board approval to extend the agreement for the 2020-2021 fiscal year with Suburban Propane for the purchase and delivery of liquid propane gas on a "keep full" service basis to West Gadsden Middle and Greensboro Elem.

FUND SOURCE: 110 and 410

AMOUNT: \$45,000.00 total

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: 

**Gadsden County School District – Liquid Propane Gas-District Wide**

**Services and Prices under Leon County Schools Bid #5388-2017 Liquid Propane Gas-District Wide**

Sites	Tanks and Capacity
Greensboro Elem	Above Ground – three 1,000 gallon – kitchen and boilers Below Ground – one 1,000 gallon - boiler
West Gadsden Middle	Above Ground – three 1,000 gallon -kitchen and boilers Below Ground – one 1,000 gallon – science labs



DEPARTMENT OF FACILITIES  
THE SCHOOL BOARD OF GADSDEN COUNTY

Roger P. Milton  
Superintendent

William B. Hunter  
Director of Facilities

805 South Stewart Street  
Quincy, Florida 32351  
Main: (850) 627-9888  
Fax: (850) 875-8795  
Email: hunterw@gcpsmail.com

"Putting Children First"

June 10, 2020

Ms. Debra Feinberg McNeely  
Suburban Propane  
4420 Woodville Highway  
Tallahassee, FL 32305

Dear Ms. McNeely,

In preparation for the upcoming fiscal year, we are contacting you in reference to Leon County Schools Bid #5388-2017 Liquid Propane Gas. The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on this award through the 2020-2021 fiscal year. We would like to extend this agreement, pending Gadsden County School Board approval, through the 2020-2021 fiscal year providing the same service and cost as noted in the original agreement. Please review the specifications and terms of your original agreement, provide your response and return this letter. This response can be provided by fax to the above referenced contact information or via email to [odonnella@gcpsmail.com](mailto:odonnella@gcpsmail.com).

I agree to extend our services at the same price and schedule as the original agreement (Leon County Schools Bid #5388-2017) starting July 1, 2020 through June 30, 2021.

I do not wish to extend this agreement for the 2020-2021 fiscal year.

  
Signature

6-11-20  
Date

We anticipate extension requests being placed on the agenda for the June School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

William B. Hunter  
Director of Facilities

WBH/aeo

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Leroy McMillan  
DISTRICT NO. 3  
CHATTahoochee, FL 32324  
GREENSBORO, FL 32306

Charlie D. Frost  
DISTRICT NO. 4  
CRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Pest Control Services-District Wide

DIVISION: Facilities

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #5453-2018 Pest Control Services-District Wide for fiscal year 2020-2021. This is a request for School Board approval to extend the agreement for the 2020-2021 fiscal year with Florida Pest Control for pest control services at referenced sites - see attached list.

FUND SOURCE: 110 and 410

AMOUNT: \$7,848.00 from 110

\$5,796.00 from 410

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: 

**Gadsden County School District - Pest Control Services-District Wide**

**Services and Prices under Leon County Schools Bid #5453-2018 Pest Control Services-District Wide**

<p><b>Food Services Locations including kitchen and dining areas AND Culinary Arts Food Laboratories – Below sites are serviced twice per month</b></p>	<p><b>School and Administration Sites – Below sites are serviced once per month</b></p>
Carter Parramore Academy	Carter Parramore Academy, Bold Step Infant Care
Chattahoochee Elem	Chattahoochee Elem
Gadsden County High-Cafeteria	Gadsden County High
Gadsden County High-Culinary Arts	Gadsden Elem Magnet, HeadStart/PreK and PAEC
George Munroe Elem	Gadsden Technical Institute
Greensboro Elem	George Munroe Elem
Havana Magnet	Greensboro Elem
Shanks Middle	Havana Magnet
Stewart Street Elem	Shanks Middle
West Gadsden Middle	Stewart Street Elem
Warehouse	West Gadsden Middle
Gadsden Elem Magnet	Walker Administration Building
Midway HeadStart/PreK	Facilities Department
Quincy Area 3s	Transportation Department
	Warehouse
	Quincy Area 3s
	Midway Head Start/PreK
	Family Information Resource Center, Professional Learning, Instructional Learning Portable, Diagnostic Center and Portable
	Gadsden Central Academy



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

Robert P. Milton
Superintendent

William B. Hunter
Director of Facilities

805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
Email: hunterw@gcpsmail.com

June 10, 2020

Mr. JPaul Deutschmann
Florida Pest Control
4970 Capital Circle NW
Tallahassee, FL 32303

Dear Mr. Deutschmann,

In preparation for the upcoming fiscal year, we are contacting you in reference to Leon County Schools Bid #5453-2018 Pest Control Services-District Wide. The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on this award through the 2020-2021 fiscal year. We would like to extend this agreement, pending Gadsden County School Board approval, through the 2020-2021 fiscal year providing the same service and cost as noted in the original agreement. Please review the specifications and terms of your original agreement, provide your response and return this letter to my office. This response can be provided by fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

[X] I agree to extend our services at the same price and schedule as the original agreement (Leon County Schools Bid #5453-2018) starting July 1, 2020 through June 30, 2021

[ ] I do not wish to extend this agreement for the 2020-2021 fiscal year.

[Handwritten Signature]

6/11/20
Date

We anticipate extension requests being placed on the agenda for the June School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

[Handwritten Signature: WB Hunter]

William B. Hunter
Director of Facilities

WBH/aeo

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32349

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTahooCHEE, FL 32324
GREENSBORO, FL 32334

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Tyrone D. Smith
DISTRICT NO. 5
QUINCY, FL 32351



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Pest and Weed Control Services for Athletic Fields-District Wide

DIVISION: Facilities

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #5560-2020 Pest and Weed Control Services for Athletic Fields-District Wide for fiscal year 2020-2021. This request is for School Board approval to extend the agreement for the 2020-2021 fiscal year with Professional Pest Management, Inc. for pest and weed control services. These services would be utilized at Gadsden County High, West Gadsden Middle and Havana Magnet.

FUND SOURCE: 110

AMOUNT: \$20,403.04

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: 



PROPOSAL SUBMITTED TO:	Proposal Date:	5/21/2020
	PROPOSED SERVICE LOCATION: East Gadsen High	
Gadsen County Schools ATT: Bill Hunter, Facilities 35 Martin Luther King Jr. Blvd. Quincey, FL 32351	Football Field = 2.5 Baseball Field = 2.7 Softball Field = 1.25 Practice Field = 2	

**Sports Turf Proposal for 2020-2021**

Season / Month	DESCRIPTION OF APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Insecticide - FA/MC	Insecticide using Topchoice for 1 year control on Fire Ants & 4 Monts Mole Crickets.	8.45	\$325	\$2,746.25
Postemergence #1	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Postemergence #2	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Bid Reference	We agree to allow you to piggyback on our bid agreement with Leon County Schools Bid #5262-2014 Pest and Weed Control Services for Athletic Fields District Wide.			
Scouting	Fields will be scouted periodically for potential problems such as Sod Web or Army worms. This is a per acre rate for treatment.	0	\$145	

*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.	<b>Total:</b>	<b>\$8,859.49</b>
--	---------------	-------------------

Best Regards, Jimmy Evans, President

Yes, We agree to the above proposal.	Customer
Signature/Title _____	Date _____



PROPOSAL SUBMITTED TO:	Proposal Date:	5/21/2020
	PROPOSED SERVICE LOCATION: West Gadsen High	
Gadsen County Schools ATT: Bill Hunter, Facilities 35 Martin Luther King Jr. Blvd. Quincey, Fl 32351	Football Field = 2.5 Baseball Field = 2.7 Softball Field = 1.25 Practice Field = 2	

### Sports Turf Proposal for 2020-2021

Season / Month	DESCRIPTION OF APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Insecticide - FA/MC	Insecticide using Topchoice for 1 year control on Fire Ants & 4 Monts Mole Crickets.	8.45	\$325	\$2,746.25
Postemergence #1	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Postemergence #2	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Bid Reference	We agree to allow you to piggyback on our bid agreement with Leon County Schools Bid #5262-2014 Pest and Weed Control Services for Athletic Fields District Wide.			
Scouting	Fields will be scouted periodically for potential problems such as Sod Web or Army worms. This is a per acre rate for treatment.	0	\$145	

*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.	<b>Total:</b>	<b>\$8,859.49</b>
--	---------------	-------------------

Best Regards,	Jimmy Evans, President
---------------	------------------------

Yes, We agree to the above proposal.	Customer
Signature/Title _____	Date _____



<b>PROPOSAL SUBMITTED TO:</b>	Proposal Date:	5/27/2020
PROPOSED SERVICE LOCATION: Havana Middle School		
Gadsen County Schools ATT: Bill Hunter, Facilities 35 Martin Luther King Jr. Blvd. Quincey, FL 32351	Football Field = 2.56	

### Sports Turf Proposal for 2020-2021

Season / Month	DESCRIPTION OF APPLICATION:	Acreage:	Cost/Acre:	Total:
<b>Spring Pre/Post March</b>	Pre/Postemergent for Broadleaf and Grassy Weed control.	2.56	\$183	\$467.79
<b>Insecticide - FA/MC</b>	Insecticide using Topchoice for 1 year control on Fire Ants & 4 Monts Mole Crickets.	2.56	\$325	\$832.00
<b>Postemergence #1</b>	Postemergence herbicide application for sedge control.	2.56	\$179	\$458.24
<b>Postemergence #2</b>	Postemergence herbicide application for sedge control.	2.56	\$179	\$458.24
<b>Fall Pre/Post March</b>	Pre/Postemergent for Broadleaf and Grassy Weed control.	2.56	\$183	\$467.79
<b>Bid Reference</b>	We agree to allow you to piggyback on our bid agreement with Leon County Schools Bid #5262-2014 Pest and Weed Control Services for Athletic Fields District Wide.			
<b>Scouting</b>	Fields will be scouted periodically for potential problems such as Sod Web or Army worms. This is a per acre rate for treatment.	0	\$145	
*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.		<b>Total:</b>		<b>\$2,684.06</b>

Best Regards,

Jimmy Evans, President

Yes, We agree to the above proposal.

Customer

Signature/Title \_\_\_\_\_

Date \_\_\_\_\_



*"Putting Children First"*

# DEPARTMENT OF FACILITIES THE SCHOOL BOARD OF GADSDEN COUNTY

**Roger P. Milton**  
*Superintendent*

**William B. Hunter**  
*Director of Facilities*

805 South Stewart Street  
Quincy, Florida 32351  
Main: (850) 627-9888  
Fax: (850) 875-8795

Email: [hunterw@gcpsmail.com](mailto:hunterw@gcpsmail.com)

June 10, 2020

Mr. Jimmy Evans  
Professional Pest Management, Inc.  
6637 North Monroe Street  
Tallahassee, FL 32303

Dear Mr. Evans,

In preparation for the upcoming fiscal year, we are contacting you in reference to Leon County Schools Bid #5560-2020 Pest and Weed Control Services for Athletic Fields-District Wide. The Gadsden County School District has received approval from Leon County Schools to piggyback on this award through the 2020-2021 fiscal year. We would like to utilize this contract for services at Gadsden County High, Havana Magnet and West Gadsden Middle; pending Gadsden County School Board approval, for the 2020-2021 fiscal year. Please review the specifications and terms noted in all bid documents and provide your response. This response can be provided by fax to the above referenced contact information or via email to [odonnella@gcpsmail.com](mailto:odonnella@gcpsmail.com).

I agree to provide our services at the same price and schedule as Leon County Schools Bid #5560-2020 starting July 1, 2020 through June 30, 2021.

I do not wish to provide services for the 2020-2021 fiscal year.

Signature

Date

We anticipate extension requests being placed on the agenda for the June School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

William B. Hunter  
Director of Facilities

WBH/aeo

Audrey Lewis  
DISTRICT NO. 1  
HAVANA, FL 32333  
MIDWAY, FL 32343

Steve Scott  
DISTRICT NO. 2  
QUINCY, FL 32351  
HAVANA, FL 32333

Leroy McMillan  
DISTRICT NO. 3  
CHATTAHOOCHEE, FL 32324  
GREENSBORO, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
GRETNA, FL 32332  
QUINCY, FL 32352

Tyrone D. Smith  
DISTRICT NO. 5  
QUINCY, FL 32351



Amy O'Donnell &lt;odonnella@gcpsmail.com&gt;

---

**Re: piggyback and renewal for 20-21**

---

**James Evans** <jimmyppmst@gmail.com>

Thu, Jun 11, 2020 at 11:13 AM

To: Amy O'Donnell &lt;odonnella@gcpsmail.com&gt;

Cc: William Hunter &lt;hunterw@gcpsmail.com&gt;, Angela Roberts &lt;robertsa@gcpsmail.com&gt;

Amy,

I agree to you guys piggy backing off of Leon county.

I will sign and return this evening when I get to the office.

Thanks

Sent from my iPhone

On Jun 11, 2020, at 9:27 AM, Amy O'Donnell &lt;odonnella@gcpsmail.com&gt; wrote:

Hello Jimmy

Attached is a letter for your review and signature regarding renewals for 20-21. Please feel free to call or email with any questions or concerns.

Thanks

Amy

--

Amy O'Donnell

Department of Facilities  
Gadsden County School District  
805 South Stewart Street  
Quincy, FL 32351  
Phone (850) 627-9888  
Fax (850) 875-8795  
Email: [odonnella@gcpsmail.com](mailto:odonnella@gcpsmail.com)  
<PPM extension letter 20-21.pdf>

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9d

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Professional Services-Continuing Services Contract

DIVISION: Facilities

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement for the 2020-2021 fiscal year with Clemons, Rutherford & Associates, Inc. for the following:

- (1) Minor projects as allowed by F.S. 287.055 where construction cost of each individual project does not exceed two-million-dollars (\$2,000,000.00).
- (2) For scopes of service where there are no construction cost, including but not limited to, master planning, studies and evaluations that do not exceed two-hundred-thousand dollars (\$200,000.00)

This is for continuing services that were awarded with RFQ 1617:10.

FUND SOURCE: determined on a project by project basis

AMOUNT: determined on a project by project basis

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: \_\_\_\_\_



# THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpsmail.com

*"Putting Children First"*

June 2, 2020

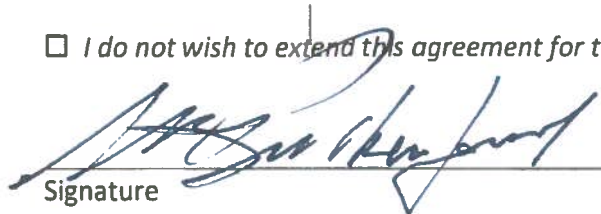
Mr. William D. Rutherford, President  
Clemons, Rutherford and Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308

Dear Mr. Rutherford,

In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 1617:10 Continuing Contract for Professional Services*. We would like to extend this agreement, pending School Board approval, through the 2020-2021 fiscal year providing the same service and cost as noted in the original agreement (see attached). Please review the specifications and terms of your original agreement, provide your response and return this letter to my office. This response can be provided by mail or fax to the above referenced contact information or via email to [odonnella@gcpsmail.com](mailto:odonnella@gcpsmail.com).

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:10) starting July 1, 2020 through June 30, 2021.

I do not wish to extend this agreement for the 2020-2021 fiscal year.

  
\_\_\_\_\_  
Signature

06-04-2020  
\_\_\_\_\_  
Date

We anticipate extension requests being placed on the agenda for the June 2020 School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,



William Hunter  
Director of Facilities

WBH/aeo



 **AIA** Document B101™ – 2007

**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the day of October in the year Two-Thousand-Sixteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Gadsden County Schools  
35 Martin Luther King Blvd.  
Quincy, FL 32351

and the Architect:  
*(Name, legal status, address and other information)*

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308  
Telephone Number: 850-385-6153  
Fax Number: 850-386-8420

for the following Project:  
*(Name, location and detailed description)*

Gadsden County Schools Minor Projects

Minor Projects as allowed by F. S. 287.055  
Where construction cost of each individual project does not exceed two-million-dollars (\$2,000,000.00) and for services where there is no construction cost, including but not limited to: Master Planning, Studies, and Evaluations, Services for Each Individual Scope does not exceed two-hundred-thousand-dollars (\$200,000.00).

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 INITIAL INFORMATION  
2 ARCHITECT'S RESPONSIBILITIES  
3 SCOPE OF ARCHITECT'S BASIC SERVICES  
4 ADDITIONAL SERVICES  
5 OWNER'S RESPONSIBILITIES  
6 COST OF THE WORK  
7 COPYRIGHTS AND LICENSES  
8 CLAIMS AND DISPUTES  
9 TERMINATION OR SUSPENSION  
10 MISCELLANEOUS PROVISIONS  
11 COMPENSATION  
12 SPECIAL TERMS AND CONDITIONS  
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

| See Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| To be determined at a later date by Project Specific Task Order.

.2 Substantial Completion date:

| To be determined at a later date by Project Specific Task Order.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1	General Liability	
	Each Occurrence:	\$1,000,000.00
	General Aggregate:	\$2,000,000.00
.2	Automobile Liability	
	Each Accident:	\$1,000,000.00
.3	Workers' Compensation	
	Each Accident:	\$ 500,000.00
.4	Professional Liability	
	Each Claim:	\$3,000,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall not withhold approval without justifiable cause.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

Init.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:14:51 on 10/18/2016 under Order No 7384988356\_1 which expires on 07/05/2017, and is not for resale.

User Notes:

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and with the Owner's approval, shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)* **TO BE DETERMINED BY SPECIFIC TASK ORDER.**

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:14:51 on 10/18/2016 under Order No.7384988356\_1 which expires on 07/05/2017, and is not for resale.

User Notes:



§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

**TO BE DETERMINED BY SPECIFIC TASK ORDER.**

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1

*(Paragraphs deleted)*

Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.2 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.3 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 Monthly visits to the site by the Architect over the duration of each Project during construction

.3 One ( 1 ) inspection of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One ( 1 ) inspection of the Work to determine final completion

*(Paragraph deleted)*

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:14:51 on 10/18/2016 under Order No.7384988356\_1 which expires on 07/05/2017, and is not for resale.

User Notes:

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

| *(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 7 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

For Projects with cost of the work estimated over \$100,000, basis for fee shall be the State of Florida DMS Fee Curve. For all other Scope, Fee Shall be hourly unless negotiated otherwise in Specific Task Order.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

For Architects own forces: Hourly, unless negotiated otherwise.

Architects, Consultants For: Cost to CRA plus 10%, unless negotiated otherwise.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

For Architects own forces: Hourly, unless negotiated otherwise.

Architects, Consultants For: Cost to CRA plus 10%, unless negotiated otherwise.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

Total Basic Compensation one hundred percent ( 100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B"

Employee or Category	Rate
----------------------	------

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)



7 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

Parties to this agreement acknowledge and agree that this agreement may be used by CRA with other School Districts, Counties, Cities, and Other Public Entities to procure like services. This process is typically referred to as "Piggybacking".

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

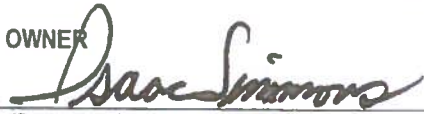
- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect  
*(Paragraph deleted)*

- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

- Exhibit "A" Initial Information
- Exhibit "B" Hourly Rates

This Agreement entered into as of the day and year first written above.

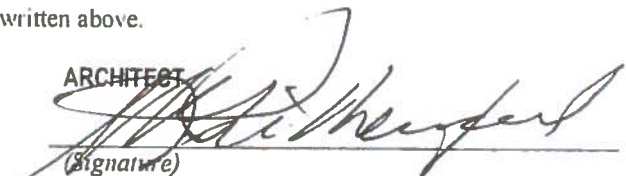
OWNER



*(Signature)*

*(Printed name and title)*

ARCHITECT



*(Signature)*

William D. Rutherford, President

*(Printed name and title)*

Init.



**AIA**<sup>®</sup>

# Document B101™ – 2007 Exhibit A

## Initial Information

for the following PROJECT:

*(Name and location or address)*

Gadsden County Schools Minor Projects

**THE OWNER:**

*(Name, legal status and address)*

Gadsden County School Board  
35 Martin Luther King, Jr. Boulevard  
Quincy, Florida 32351

**THE ARCHITECT:**

*(Name, legal status and address)*

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308

This Agreement is based on the following information.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

### ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

To be determined by Project Specific Task Orders.

§ A.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

To be determined by Project Specific Task Orders.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total, and if known, a line item break down.)*

To be determined by Project Specific Task Orders.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined by Project Specific Task Orders.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

| To be determined by mutual agreement.

§ A.1.6 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

| Not Applicable

**ARTICLE A.2 PROJECT TEAM**

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address and other information.)*

Bill Hunter  
Director of Facilities  
Gadsden County Schools  
35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address and other information.)*

| Not Applicable

§ A.2.3 The Owner will retain the following consultants and contractors:

*(List discipline and, if known, identify them by name and address.)*

| Not Applicable

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address and other information.)*

Greg Kelley  
Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308  
Telephone Number: 850.385.6153  
Fax Number: 850.386.8420

| Email Address: gkelley@craarchitects.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

*(List discipline and, if known, identify them by name, legal status, address and other information.)*

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Johnson Associates Engineering  
200 Grove Park Lane #820  
Dothan, AL 36305  
334-671-4783

.2 Mechanical Engineer

Pinnacle Engineering Group  
3303 Thomasville Rd., Suite 102  
Tallahassee, FL 32308  
850-422-1763

.3 Electrical Engineer

Pinnacle Engineering Group  
3303 Thomasville Rd., Suite 102  
Tallahassee, FL 32308  
850-422-1763

§ A.2.5.2 Consultants retained under Additional Services:

Civil Engineer, Geo-Technical, Surveyor, and as listed per Task Order.

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

Not Applicable.



**CLEMONS, RUTHERFORD & ASSOCIATES, INC.**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS  
 2027 Thomasville Road, Tallahassee, Florida 32308  
 p: 850-385-6153 | f: 850-386-8420 | www.craarchitects.com

**EXHIBIT 'B'**

**2016 HOURLY RATES**

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge.....	\$160.00
Project Manager/Architect .....	145.00
Project Designer .....	128.00
Project Interior Designer .....	123.00
Construction Administrator .....	120.00
Plans Review and Inspection.....	120.00
Estimator .....	115.00
Specification Writer.....	100.00
BIM / 3D Drafting:.....	90.00
Drafting:     Senior .....	80.00
Junior .....	60.00
Clerical/Support Services.....	60.00

Rates are reviewed and adjusted on an annual basis in January of each year.

**SUMMARY SHEET  
Fiscal Year 2019-2020**

**RECCOMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 9e

**DATE OF SCHOOL BOARD MEETING:** June 23, 2020

**TITLE OF AGENDA ITEMS:** Request to Delete and Dispose from Capital Assets – Furniture, Fixtures and Equipment

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OD ITEMS:**

In accordance with Sections 274.04, 274.05 and 274.06, Florida Statutes, Board approval is requested to delete \$986,716.87 from the Capital Assets General Ledger for the following Centers:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 0041- George Monroe Elementary  | 0241- FL State Hospital           |
| 0051- Gadsden County High       | 0245- Gadsden Technical Institute |
| 0052- West Gadsden Middle       | 9001- District Office             |
| 0091- Havana Magnet School      | 9003- Transportation              |
| 0101- Gadsden Elementary Magnet | 9004- Food Service                |
| 0141- Greensboro Elementary     | 9026- Head Start                  |
| 0151- Chattahoochee Elementary  | 9102- Hope Academy                |
| 0201- Stewart Street Elementary | 9106- Gadsden Central Academy     |
| 0211- James A. Shanks Middle    | 9020- Maintenance                 |
| 0231- Carter Parramore Academy  |                                   |

See Attached – Fixed Asset Verification Documents

**FUND:** All Funds with Assets of Furniture, Fixtures and Equipment

**AMOUNT:** \$986,716.87

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

*Copy*

PAEC - Gadsden County, FL  
Property Disposals/Additions Report 2018-2019

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	REC DATE	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
	ITEM CODE		REC DATE					FIS YR			
Source Expense Acct :	1100E7100	6480 9001 11099 90000 00000									
0000006561	43800	Microsoft Surface Pro	B 7232019	J	5000A1340 0000 0000 00000 00000	07/23/19	CDW GOVE000	1	1,001.16	.00	1,001.16
		*** CANCEL						2018			
Totals for Account :	1100E7100	6480 9001 11099 90000 00000						-1	-1,001.16	.00	-1,001.16
Fund Total	:	1100						-1	-1,001.16	.00	-1,001.16
Source Expense Acct :	4100E7600	6410 0051 76100 00000 00000									
0000006467	43785	Garland Stove	B 7172019	J	5000A1349 0000 0000 00000 00000	06/17/19		1	7,797.42	.00	7,797.42
								2018			
Totals for Account :	4100E7600	6410 0051 76100 00000 00000						-2	-15,594.84	.00	-15,594.84
Fund Total	:	4100						-2	-15,594.84	.00	-15,594.84
Source Expense Acct :	4200E5100	6410 0051 8CS01 00000 00000									
0000006540	43635	ANYWHERE LAPTOP CART	B 672019	J	5000A1340 0000 0000 00000 00000	06/07/19	CDW GOVE002	1	1,076.00	.00	1,076.00
								2018			
Totals for Account :	4200E5100	6410 0051 8CS01 00000 00000						-1	-1,076.00	.00	-1,076.00
Source Expense Acct :	4200E5100	6410 0091 9CB01 00000 00000									
0000006637	4100001	AMPLIVOX PA SYSTEM	B 10162019	M	5000A1340 0000 0000 00000 00000	10/16/19	MUSICIAN000	1	1,325.00	.00	1,325.00
								2018			
Totals for Account :	4200E5100	6410 0091 9CB01 00000 00000						-1	-1,325.00	.00	-1,325.00
Source Expense Acct :	4200E5100	6410 0141 93PRE 00000 00000									
0000006632	4180000	Perfecta 3600	B 8142019	J	5000A1340 0000 0000 00000 00000	08/14/19	AVI-SPL 001	1	6,995.00	.00	6,995.00
		LAMINATOR (Duplicate)						2018			
Totals for Account :	4200E5100	6410 0141 93PRE 00000 00000						-1	-6,995.00	.00	-6,995.00
Source Expense Acct :	4200E5100	6410 0211 8CB01 00000 00000									
0000006636	4220000	BARITONE	B 10172019	M	5000A1340 0000 0000 00000 00000	10/17/19	MUSIC MA000	1	2,623.20	.00	2,623.20
								2018			
Totals for Account :	4200E5100	6410 0211 8CB01 00000 00000						-1	-2,623.20	.00	-2,623.20

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
	ITEM CODE							FIS YR			
Totals for Account :	4200E5100	6410 0211 8CB01 00000 00000						-1	-2,623.20	.00	-2,623.20
Source Expense Acct :	4200E5100	6430 0041 9CB01 00000 00000									
0000006591	4110101	00043858 DELL CPU PRECISION	B 7232019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/23/19	1	2,470.65	.00	2,470.65
		5820						2018			
Totals for Account :	4200E5100	6430 0041 9CB01 00000 00000						-1	-2,470.65	.00	-2,470.65
Fund Total :	4200							-5	-14,489.85	.00	-14,489.85
Source Expense Acct :	5000E7500	6430 9001 00000 00000 00000									
0000000072	4090300	00020924 AMANA REFRIG.	B 7172019	J	5000A1340 0000 0000 00000 00000		06/17/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000087	4080100	00021658 ZENITH TV	B 7172019	J	5000A1340 0000 0000 00000 00000		06/17/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000096	4090000	00023169 AMANA DISH WASHER	B 7172019	J	5000A1340 0000 0000 00000 00000		06/17/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000099	4200004	00023234 HOBART SLICER	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	2,193.00	2,193.00	.00
					ZCONV 000			2018			
0000000106	4200003	00023613 HOBART MIXER	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	6,000.00	6,000.00	.00
					ZCONV 000			2018			
0000000110	4160400	00024044 PLAY PEN	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000114	4200008	00024492 GARLAND STOVE	B 7112019	J	5000A1340 0000 0000 00000 00000		06/20/19	1	4,500.00	4,500.00	.00
					ZCONV 000			2018			
0000000137	4160200	00024923 OAK CREDENZA	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000144	4200007	00025158 BLODGETT OVEN	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	8,675.00	8,675.00	.00
					ZCONV 000			2018			
0000000145	4200013	00025159 SHELLYGLASS MILK BOX	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000160	4200012	00026076 PREP TABLE	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	.00	.00	.00
					ZCONV 000			2018			
0000000169	4200301	00026661 THURMO WLK-N-FRZ	B 6252019	J	5000A1340 0000 0000 00000 00000		06/25/19	1	32,000.00	32,000.00	.00
					ZCONV 000			2018			
0000000181	4080100	00027585 ZENITH TV	B 7112019	J	5000A1340 0000 0000 00000 00000		06/20/19	1	.00	.00	.00
					ZCONV 000			2018			



ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE								FIS YR			
			Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000										
0000000188	4050000	00028606	PANASONIC VIDEO CAMERA	B	4242019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	12/12/18	1	.00	.00	.00
0000000190	4180000	00028938	LAMINEX LAMINATOR	B	10142019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/24/19	1	.00	.00	.00
0000000191	4180000	00029064	LAMINATE MACHINE	B	7102019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/10/19	1	1,044.00	1,044.00	.00
0000000194	4050000	00029277	MIRROR IMAGE	B	6252019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/25/19	1	.00	.00	.00
0000000200	4180000	00029755	USI LAMINATOR	B	8262019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	08/26/19	1	1,239.01	1,239.01	.00
0000000208	4080200	00030410	VHS	B	7112019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/20/19	1	.00	.00	.00
0000000216	4100000	00030475	BAY NETWORK	B	7112019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/20/19	1	.00	.00	.00
0000000234	4090300	00031745	FRIGIDAIRE REFRIG	B	782019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/08/19	1	.00	.00	.00
0000000240	4110102	00032022	DELL LAPTOP	B	6242019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/24/19	1	.00	.00	.00
0000000241	4110102	00032024	DELL LAPTOP (HVAC SHOP)	B	6242019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/24/19	1	.00	.00	.00
0000000242	4180000	00032032	LAMINATOR	B	6252019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,005.00	1,005.00	.00
0000000243	4110104	00032061	ALPHA CART	B	7172019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000000247	4110101	00032480	DELL CPU	B	6252019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/25/19	1	949.00	949.00	.00
0000000252	4110101	00032860	DELL CPU	B	7112019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/20/19	1	949.00	949.00	.00
0000000253	4110101	00032861	DELL CPU	B	7112019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/20/19	1	949.00	949.00	.00
0000000258	4110102	00032973	DELL LAPTOP (21ST CCLC)	B	7102019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	07/10/19	1	832.00	832.00	.00
0000000259	4110102	00032978	DELL LAPTOP (21ST CNTRY)	B	7102019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000000260	4110101	00032985	DELL CPU	B	6252019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/25/19	1	949.00	949.00	.00
0000000267	4050100	00033309	EPSON PROJECTOR	B	7172019	J	5000A1340 0000 0000 0000 00000 00000	ZCONV 000	06/17/19	1	920.00	920.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE							FIS YR			
			Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000									
0000000268	4110101	00033327	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000273	4110101	00033546	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000274	4110101	00033548	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
0000000276	4110101	00033553	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000277	4110101	00033555	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000280	4110101	00033569	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000281	4110101	00033571	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000282	4110101	00033585	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000283	4110101	00033591	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000284	4110101	00033598	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000286	4110101	00033619	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000288	4110101	00033625	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000289	4110101	00033638	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	1,200.00	1,200.00	.00
0000000291	4110101	00033647	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
0000000299	4110101	00033725	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
0000000301	4050100	00033728	EPSON PROJECTOR	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	920.00	920.00	.00
0000000302	4110101	00033733	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
0000000303	4110101	00033737	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
0000000308	4110101	00033879	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000 00000	ZCONV 000	06/17/19	1	829.00	829.00	.00
				06/25/19		DELL MAR000			1	829.00	829.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE							FIS	YR		
Source Expense Acct :	5000E7500	6430	9001	00000	00000	00000						
0000000310	4110101	00033891	DELL CPU	B 7172019	J	5000A1340	0000	0000	00000	00000	842.17	.00
				06/17/19		DELL MAR000			2018			
0000000318	4080100	00033902	SHARP PROJECTOR	B 7102019	J	5000A1340	0000	0000	00000	00000	1,155.00	.00
				06/10/19		ZCONV 000			2018			
0000000321	4110102	00033984	I-BOOK LAPTOP	B 7172019	J	5000A1340	0000	0000	00000	00000	1,066.00	.00
				06/17/19		ZCONV 000			2018			
0000000324	4110103	00034075	LAPTOP CART	B 7112019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/20/19		ZCONV 000			2018			
0000000339	4110101	00034543	DELL CPU	B 7232019	J	5000A1340	0000	0000	00000	00000	842.17	.00
				06/23/19		ZCONV 000			2018			
0000000340	4110101	00034545	DELL CPU	B 7172019	J	5000A1340	0000	0000	00000	00000	842.17	.00
				06/17/19		ZCONV 000			2018			
0000000341	4080100	00034546	SHARP PROJECTOR	B 7172019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/17/19		ZCONV 000			2018			
0000000342	4050102	00034558	SMART BOARD	B 7232019	J	5000A1340	0000	0000	00000	00000	1,700.00	.00
				06/23/19		ZCONV 000			2018			
0000000354	4110300	00034581	LEXMARK PRINTER	B 782019	J	5000A1340	0000	0000	00000	00000	.00	.00
				07/08/19		ZCONV 000			2018			
0000000365	4160200	00034679	DESK W/ CREDENZA	B 662019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/06/19		ZCONV 000			2018			
0000000368	4160200	00034683	DESK W/ CREDENZA	B 662019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/06/19		ZCONV 000			2018			
0000000369	4160400	00034685	BOORCASE	B 662019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/06/19		ZCONV 000			2018			
0000000388	4020000	00034755	WHIRLPOOL A/C	B 6252019	J	5000A1340	0000	0000	00000	00000	361.07	138.93
				06/25/19		ZCONV 000			2018			
0000000389	4020000	00034756	WHIRLPOOL A/C	B 7102019	J	5000A1340	0000	0000	00000	00000	361.07	138.93
				06/10/19		ZCONV 000			2018			
0000000390	4020000	00034757	WHIRLPOOL A/C	B 7102019	J	5000A1340	0000	0000	00000	00000	361.07	138.93
				06/10/19		ZCONV 000			2018			
0000000391	4020000	00034758	WHIRLPOOL A/C	B 7102019	J	5000A1340	0000	0000	00000	00000	361.07	138.93
				06/10/19		ZCONV 000			2018			
0000000415	4110101	00034883	DELL CPU	B 7172019	J	5000A1340	0000	0000	00000	00000	842.17	.00
				06/17/19		DELL MAR000			2018			
0000000417	4160200	00034891	L-SHAPED DESK	B 6252019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/25/19		ZCONV 000			2018			
0000000418	4160200	00034903	L-SHAPE DESK	B 6252019	J	5000A1340	0000	0000	00000	00000	.00	.00
				06/25/19		ZCONV 000			2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE							FIS	YR		
Source Expense Acct :		5000E7500	6430 9001 00000 00000 00000									
0000000424	4120000	00034950	CANON COPIER -(21ST CCLC)	B 7102019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000000425	4110101	00034952	DELL CPU (21ST CCLC)	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	169,299.00	169,299.00	.00
0000000462	4110101	00035025	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000463	4110101	00035026	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000467	4110101	00035042	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000468	4110101	00035043	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000469	4110101	00035045	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000470	4110101	00035046	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000471	4110101	00035048	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000472	4110101	00035051	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	1,108.00	1,108.00	.00
0000000478	4110101	00035107	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,200.00	1,200.00	.00
0000000497	4050102	00035158	SMART BOARD	B 7102019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	1,700.00	1,700.00	.00
0000000503	4110101	00035223	DELL CPU	B 7232019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/23/19	1	870.18	870.18	.00
0000000504	4110101	00035225	DELL CPU (WAREHOUSE)	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	870.18	870.18	.00
0000000525	4330000	00035322	IBM WHEELWRITER	B 782019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/08/19	1	.00	.00	.00
0000000531	4080100	00035347	SHARP TV	B 7102019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000000539	4110101	00035375	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	829.00	829.00	.00
0000000548	4110102	00035396	DELL LAPTOP	B 6242019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000000552	4110300	00035439	RICOH PRINTER	B 782019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/24/19	1	.00	.00	.00
				B 782019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/08/19	1	.00	.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	REC DATE	RECIPENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE								FIS	YR		
Source Expense Acct :	5000E7500	6430	9001	00000	00000	000000							
0000000560	4160400	00035485	PLAY FEN	B	7102019	J	5000A1340	06/10/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000586	4080100	00035657	ZENITH TV	B	782019	J	5000A1340	06/08/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000598	4050102	00035687	SMART BOARD	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	1,700.00	.00
							ZCONV	000		1	2018	1,700.00	.00
0000000608	4200200	00035749	SHELLYGAS COUNTER	B	6252019	J	5000A1340	06/25/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000609	4110300	00035753	HP PRINTER (21ST	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	000000	.00
			CCLC)				ZCONV	000		1	2018	.00	.00
0000000611	4080100	00035760	RCA TV	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000612	4110101	00035761	DELL CPU	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	842.17	.00
							DELL	MAR000		1	2018	842.17	.00
0000000616	4110101	00035795	DELL CPU	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	829.00	.00
							ZCONV	000		1	2018	829.00	.00
0000000619	4110101	00035800	DELL CPU	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	1,200.00	.00
							ZCONV	000		1	2018	1,200.00	.00
0000000622	4110101	00035818	DELL CPU	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000623	4110101	00035820	DELL CPU	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000624	4050000	00035825	PANASONIC PALM CRDR	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000627	4110101	00035835	DELL CPU	B	7232019	J	5000A1340	06/23/19	0000	00000	000000	1,061.00	.00
							DELL	MAR000		1	2018	1,061.00	.00
0000000629	4110101	00035843	DELL CPU	B	7102019	J	5000A1340	06/10/19	0000	00000	000000	829.22	.00
							DELL	MAR000		1	2018	829.22	.00
0000000632	4110101	00035847	DELL CPU -JULIA	B	7172019	J	5000A1340	06/17/19	0000	00000	000000	2,635.00	.00
			HILTON				DELL	MAR000		1	2018	2,635.00	.00
0000000638	4110101	00035869	DELL CPU	B	7112019	J	5000A1340	06/21/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00
0000000639	4110101	00035873	DELL CPU	B	782019	J	5000A1340	06/08/19	0000	00000	000000	000000	.00
							DELL	MAR000		1	2018	.00	.00
0000000640	4110101	00035874	DELL CPU	B	7112019	J	5000A1340	06/20/19	0000	00000	000000	000000	.00
							DELL	MAR000		1	2018	.00	.00
0000000642	4040001	00035888	RIFTON TRIKE	B	782019	J	5000A1340	06/08/19	0000	00000	000000	000000	.00
							ZCONV	000		1	2018	.00	.00

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
	ITEM CODE							FIS YR			
Source Expense Acct : 5000E7500	6430	9000	00000	00000	00000						
0000000643	4050000	CALIFONE CD PLAYER	B 782019	J	5000A1340	0000	0000	00000	00000	500.00	.00
			06/08/19		ZCONV	000		2018			
0000000646	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000647	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000649	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000650	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000654	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000657	4110101	DELL CPU	B 6252019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/25/19		DELL	MAR000		2018			
0000000660	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/10/19		DELL	MAR000		2018			
0000000662	4110101	DELL CPU	B 6242019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/24/19		DELL	MAR000		2018			
0000000663	4110101	DELL CPU	B 782019	J	5000A1340	0000	0000	00000	00000	845.00	.00
			06/08/19		DELL	MAR000		2018			
0000000731	4090300	FRIGIDAIRE REFRIG	B 7162019	J	5000A1340	0000	0000	00000	00000	.00	.00
			06/16/19		ZCONV	000		2018			
0000000757	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		ZCONV	000		2018			
0000000759	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000760	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000770	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000772	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000773	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000777	4110101	DELL CPU	B 7102019	J	5000A1340	0000	0000	00000	00000	861.80	.00
			06/10/19		DELL	MAR000		2018			
0000000783	4050000	DOCUMENT READER	B 7112019	J	5000A1340	0000	0000	00000	00000	619.33	.00
			06/20/19		ZCONV	000		2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE								FIS YR			
Source Expense Acct :		5000E7500	6430 9001 00000 00000 00000										
0000000786	4100000	00036238	CISCO CATALYST IN WAREHOUSE	B	662019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/06/19	1	853.85	853.85	.00
0000000859	4110101	00036350	DELL CPU	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/21/19	1	861.80	861.80	.00
0000000862	4110101	00036364	DELL CPU	B	7152019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/15/19	1	861.80	861.80	.00
0000000864	4110101	00036368	DELL CPU	B	7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	861.80	861.80	.00
0000000865	4110101	00036369	DELL CPU	B	7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	861.80	861.80	.00
0000000868	4110101	00036374	DELL CPU	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/21/19	1	861.80	861.80	.00
0000000872	4110102	00036384	DELL LAPTOP R. BLACK	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	1,399.05	1,399.05	.00
0000000877	4110101	00036390	HM USE	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	931.80	931.80	.00
0000000880	4110101	00036395	DELL PU WAREHOUSE	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	931.80	931.80	.00
0000000892	4110101	00036412	DELL CPU	B	7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	931.80	931.80	.00
0000000893	4110101	00036413	DELL CPU	B	7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	931.80	931.80	.00
0000000894	4110101	00036414	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	.00	.00	.00
0000000902	4130000	00036427	BURNISHER FLOOR MCH	B	6242019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/24/19	1	1,500.00	1,500.00	.00
0000000923	4110101	00036454	DELL CPU	B	782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/08/19	1	861.80	861.80	.00
0000000934	4110101	00036466	DELL CPU (HOLD JOHN)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	861.80	861.80	.00
0000000942	4110101	00036477	DELL CPU	B	782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/08/19	1	861.80	861.80	.00
0000000982	4110101	00036552	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	.00	.00	.00
0000000984	4110101	00036557	21ST CENTURY PROPERTY	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	861.80	861.80	.00
0000000986	4110101	00036564	DELL CPU	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/21/19	1	861.80	861.80	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE							FIS YR			
Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000												
0000000987	4110101	00036565	DELL CPU	B 7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	861.80	861.80	.00
0000000988	4110101	00036583	DELL CPU	B 7152019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/15/19	1	861.80	861.80	.00
0000000991	4110101	00036589	DELL CPU	B 7152019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/15/19	1	861.80	861.80	.00
0000000996	4110101	00036594	DELL CPU	B 7152019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/15/19	1	861.80	861.80	.00
0000001000	4110101	00036604	DELL CPU	B 7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	861.80	861.80	.00
0000001001	4110101	00036605	DELL CPU	B 782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/08/19	1	861.80	861.80	.00
0000001003	4110101	00036607	DELL CPU	B 782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	07/08/19	1	861.80	861.80	.00
0000001004	4110101	00036608	DELL CPU	B 7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	861.80	861.80	.00
0000001006	4050000	00036613	DOC READER	B 7162019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/16/19	1	.00	.00	.00
0000001010	4110300	00036622	BROTHERS COP/FX/SCN	B 782019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/08/19	1	.00	.00	.00
0000001011	4110300	00036626	BROTHERS COP/FX/SCN	B 4242019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	12/12/18	1	.00	.00	.00
0000001016	4110300	00036638	BROTHERS COP/FX/SCN	B 7102019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000001019	4110300	00036642	BROTHERS COP/FX/SCN	B 7102019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000001046	4110101	00036717	DELL CPU	B 782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/08/19	1	861.80	861.80	.00
0000001061	4110101	00036746	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	861.80	861.80	.00
0000001070	4110101	00036764	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	861.80	861.80	.00
0000001071	4110101	00036765	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	861.80	861.80	.00
0000001075	4110101	00036771	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	861.80	861.80	.00
0000001076	4110101	00036772	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	861.80	861.80	.00



ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE		REC DATE		RECIPIENT	FIS YR			
Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000										
0000001077	4110101	00036773	DELL CPU	B 782019	J	5000A1340 0000 0000 00000 00000 00000	1	861.80	861.80	.00
				06/08/19		DELL MAR000	2018			
0000001083	4110101	00036783	DELL CPU	B 782019	J	5000A1340 0000 0000 00000 00000 00000	1	861.80	861.80	.00
				06/08/19		DELL MAR000	2018			
0000001085	4110101	00036785	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000 00000	1	861.80	861.80	.00
				06/25/19		DELL MAR000	2018			
0000001090	4110101	00036792	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000 00000	1	861.80	861.80	.00
				06/10/19		DELL MAR000	2018			
0000001105	4050000	00036822	SONY CAMCORDER	B 7102019	J	5000A1340 0000 0000 00000 00000 00000	1	.00	.00	.00
				06/10/19		ZCONV 000	2018			
0000001109	4110102	00036833	DELL LAPTOP (21ST CCLC)	B 7102019	J	5000A1340 0000 0000 00000 00000 00000	1	1,592.95	1,592.95	.00
				06/10/19		DELL MAR000	2018			
0000001113	4200009	00036844	DELFIELD SERVING CNTR	B 6252019	J	5000A1340 0000 0000 00000 00000 00000	1	8,396.96	8,396.96	.00
				06/25/19		ZCONV 000	2018			
0000001158	4100000	00036941	3COM SWITCH	B 7112019	J	5000A1340 0000 0000 00000 00000 00000	1	1,166.75	1,166.75	.00
				06/20/19		HAYES E-000	2018			
0000001159	4100000	00036943	NEX V3000 ANALOG SYS	B 7112019	J	5000A1340 0000 0000 00000 00000 00000	1	1,296.75	1,296.75	.00
				06/20/19		HAYES E-000	2018			
0000001203	4220000	00037006	BLESSING MELLOPHONE	B 7162019	J	5000A1340 0000 0000 00000 00000 00000	1	990.00	990.00	.00
				06/16/19		ZCONV 000	2018			
0000001214	4050000	00037062	ICOM VHF RECEIVER	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	1	.00	.00	.00
				06/17/19		TALLAHAS000	2018			
0000001215	4050000	00037068	ICOM VHF RECEIVER	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	1	.00	.00	.00
				06/17/19		TALLAHAS000	2018			
0000001239	4110101	00037122	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	1	854.06	854.06	.00
				06/17/19		DELL MAR000	2018			
0000001244	4110101	00037134	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	1	854.06	854.06	.00
				06/17/19		DELL MAR000	2018			
0000001255	4160300	00037146	CONFERENCE TABLE BOAT SHP	B 7162019	J	5000A1340 0000 0000 00000 00000 00000	1	1,175.91	1,166.09	9.82
				06/16/19		ZCONV 000	2018			
0000001274	4110101	00037173	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000 00000	1	776.56	776.56	.00
				06/10/19		DELL MAR000	2018			
0000001291	4080201	00037218	WALK THRU METAL DETECTOR	B 7172019	J	5000A1340 0000 0000 00000 00000 00000	1	3,316.00	3,316.00	.00
				06/17/19		ZCONV 000	2018			
0000001303	4100000	00037237	3COM SWITCH	B 7112019	J	5000A1340 0000 0000 00000 00000 00000	1	1,166.75	1,166.75	.00
				06/20/19		HAYES E-000	2018			
0000001316	4200014	00037255	MANITOWOC ICE MACHINE	B 6252019	J	5000A1340 0000 0000 00000 00000 00000	1	2,835.80	2,835.80	.00
				06/25/19		CENTRAL 002	2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	REC DATE	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE			REC DATE					FIS YR			
Source Expense Acct :	5000E7500	6430	9001	00000	00000	00000							
0000001327	4110101	00037272	DELL CPU	B	7112019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/21/19		DELL MAR000			2018			
0000001350	4110101	00037297	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001352	4110101	00037301	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001365	4110101	00037317	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001366	4110101	00037318	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001367	4110101	00037319	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001368	4110101	00037320	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001369	4110101	00037322	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001370	4110101	00037323	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001371	4110101	00037324	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001378	4110101	00037333	DELL CPU	B	712019	J	5000A1340	0000	00000	00000	00000	773.41	.00
					06/17/19		DELL MAR000			2018			
0000001400	4100000	00037375	3COM SWITCH	B	782019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/08/19		HAYES E-000			2018			
0000001408	4100000	00037411	3COM SWITCH 26 PORT	B	6252019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/25/19		HAYES E-000			2018			
0000001410	4110101	00037415	DELL CPU	B	7102019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/10/19		DELL MAR000			2018			
0000001425	4110101	00037437	DELL CPU	B	782019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/08/19		DELL MAR000			2018			
0000001433	4110101	00037446	DELL CPU	B	6252019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/25/19		DELL MAR000			2018			
0000001441	4110101	00037454	DELL CPU	B	7112019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/20/19		DELL MAR000			2018			
0000001444	4110101	00037457	DELL CPU	B	6252019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/25/19		DELL MAR000			2018			
0000001476	4110101	00037502	DELL CPU	B	6252019	J	5000A1340	0000	00000	00000	00000	.00	.00
					06/25/19		DELL MAR000			2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE		REC DATE			RECIPIENT	FIS	YR		
Source Expense Acct :	5000E7500	6430	9001	00000	00000	00000					
0000001478	4110101	00037504	DELL CPU	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001481	4110101	00037508	DELL CPU	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001488	4110101	00037516	DELL CPU	B	7102019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/10/19			DELL MAR000	2018			
0000001490	4110101	00037518	DELL CPU	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001505	4110101	00037544	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/17/19			DELL MAR000	2018			
0000001536	4110101	00037590	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/17/19			DELL MAR000	2018			
0000001551	4110101	00037605	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/17/19			DELL MAR000	2018			
0000001553	4110101	00037607	DELL CPU	B	7172019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/17/19			DELL MAR000	2018			
0000001566	4110101	00037622	DELL CPU (HOLD JOHN)	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001634	4110101	00037729	DELL CPU (HOLD J. THOMAS)	B	672019	J	5000A1340 0000 0000 00000 000000	1	1,099.58	1,099.58	.00
				06/07/19			DELL MAR000	2018			
0000001637	4110101	00037736	DELL CPU (HOLD J. THOMAS)	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001645	4110101	00037752	DELL CPU WAREHOUSE	B	7232019	J	5000A1340 0000 0000 00000 000000	1	827.76	827.76	.00
				06/23/19			ZCONV 000	2018			
0000001655	4110102	00037775	DELL LAPTOP (ROGER MILTON)	B	7162019	J	5000A1340 0000 0000 00000 000000	1	1,902.40	1,902.40	.00
				06/16/19			DELL MAR000	2018			
0000001688	4110101	00037819	DELL CPU (CEDRIC HOME USE)	B	6252019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/25/19			DELL MAR000	2018			
0000001764	4110099	00037926	DELL SERVER (HOLD J. THOMAS)	B	6252019	S	5000A1340 0000 0000 00000 000000	1	5,626.49	5,626.49	.00
				06/25/19			DELL MAR000	2018			
0000001769	4110102	00037936	DELL LAPTOP	B	6252019	J	5000A1340 0000 0000 00000 000000	1	1,902.40	1,902.40	.00
				06/25/19			DELL MAR000	2018			
0000001770	4110101	00037938	ALIENWARE CPU	B	6252019	J	5000A1340 0000 0000 00000 000000	1	5,220.00	5,220.00	.00
				06/25/19			DELL MAR000	2018			
0000001803	4130000	00037973	OROFORCE VACCUM CLEANER	B	7102019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/10/19			AERO MAI000	2018			
0000001809	4110101	00037999	DELL CPU	B	662019	J	5000A1340 0000 0000 00000 000000	1	.00	.00	.00
				06/06/19			DELL MAR000	2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE		REC DATE					FIS YR			
Source Expense Acct :	5000E7500	6430	9001	00000	00000	00000						
0000001810	4200013	00038001	MILK BOX	B	7172019	J	5000A1340	0000 0000 00000 000000	1	2,509.53	1,714.82	794.71
					06/17/19		CENTRAL 002		2018			
0000001826	4050102	00038030	SMART BOARD	B	7102019	J	5000A1340	0000 0000 00000 000000	1	1,311.25	1,311.25	.00
					06/10/19		AVI-SPL 000		2018			
0000001879	4050102	00038084	SMART BOARD	B	7172019	J	5000A1340	0000 0000 00000 000000	1	1,311.25	1,311.25	.00
					06/17/19		AVI-SPL 000		2018			
0000001897	4050102	00038104	SMART BOARD	B	7162019	J	5000A1340	0000 0000 00000 000000	1	1,311.25	1,311.25	.00
					06/16/19		AVI-SPL 000		2018			
0000001925	4070000	00038155	FIJITSU	B	6252019	J	5000A1340	0000 0000 00000 000000	1	947.44	947.44	.00
			SCANNER/PRINTER (HOLD		06/25/19		CDW GOVE001		2018			
0000001934	4110101	00038168	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001937	4110101	00038172	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001942	4110101	00038178	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001953	4110101	00038191	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001958	4110101	00038198	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001965	4110101	00038206	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001974	4110101	00038217	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001979	4110101	00038226	DELL CPU (HOLD J. THOMAS	B	6252019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/25/19		DELL MAR000		2018			
0000001982	4110101	00038232	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001987	4110101	00038238	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000001993	4110101	00038244	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000002002	4110101	00038254	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000002007	4110101	00038261	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			
0000002008	4110101	00038262	DELL CPU	B	7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
					06/17/19		DELL MAR000		2018			

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
	ITEM CODE		REC DATE				FIS YR			
Source Expense Acct : 5000E7500	6430	9001	00000	00000	00000	00000				
0000002009	4110101	00038263	B 7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/17/19		DELL MAR000		2018			
0000002012	4110101	00038266	B 7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/17/19		DELL MAR000		2018			
0000002015	4110101	00038269	B 7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/17/19		DELL MAR000		2018			
0000002016	4110101	00038270	B 7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/17/19		DELL MAR000		2018			
0000002018	4110101	00038272	B 7172019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/17/19		DELL MAR000		2018			
0000002025	4110101	00038282	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU LARISSA	06/10/19		DELL MAR000		2018			
		HOLD								
0000002042	4110101	00038303	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002044	4160300	00038308	B 672019	J	5000A1340	0000 0000 00000 000000	1	992.50	645.13	347.37
		TABLE (QUINCY AREA 3	06/07/19		ZCONV 000		2018			
		BEHIND WLK BLDG)								
0000002045	4160300	00038310	B 672019	J	5000A1340	0000 0000 00000 000000	1	992.50	645.13	347.37
		TABLE (QUINCY AREA 3	06/07/19		ZCONV 000		2018			
		BEHIND WLK BLDG)								
0000002051	4110101	00038317	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002054	4110101	00038320	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002055	4110101	00038321	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002056	4110101	00038322	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002059	4110101	00038325	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002086	4110101	00038355	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002088	4110101	00038358	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002089	4110101	00038360	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002141	4110101	00038434	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			
0000002148	4110101	00038443	B 7102019	J	5000A1340	0000 0000 00000 000000	1	.00	.00	.00
		DELL CPU	06/10/19		DELL MAR000		2018			

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
	ITEM CODE							FIS YR			
Source Expense Acct : 5000E7500	6430	9001	00000	00000	00000	00000					
0000002149	4110101	DELL CPU	B	7112019	J	5000A1340	0000	0000	00000	00000	.00
				06/11/19		DELL MAR000		2018	.00	.00	.00
0000002151	4110101	DELL CPU	B	7112019	J	5000A1340	0000	0000	00000	00000	.00
				06/21/19		DELL MAR000		2018	.00	.00	.00
0000002156	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002165	4110101	DELL CPU	B	7112019	J	5000A1340	0000	0000	00000	00000	.00
				06/21/19		DELL MAR000		2018	.00	.00	.00
0000002166	4110101	DELL CPU WAREHOUSE	B	6252019	J	5000A1340	0000	0000	00000	00000	.00
				06/25/19		DELL MAR000		2018	.00	.00	.00
0000002174	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002175	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
00000002177	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
00000002180	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002201	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002218	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002220	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002243	4110101	DELL CPU	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		DELL MAR000		2018	.00	.00	.00
0000002299	4080101	ELO TOUCH MONITOR	B	672019	J	5000A1340	0000	0000	00000	00000	.00
				06/07/19		DELL MAR000		2018	1,527.19	1,527.19	.00
0000002301	4110101	DELL CPU	B	672019	J	5000A1340	0000	0000	00000	00000	.00
				06/07/19		DELL MAR000		2018	900.91	900.91	.00
0000002315	4130000	VIPER FLOOR BUFFER	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		AERO MAI000		2018	850.00	758.94	91.06
0000002316	4130000	VIPER FLOOR BUFFER	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		AERO MAI000		2018	850.00	758.94	91.06
0000002330	4110101	DELL CPU	B	7112019	J	5000A1340	0000	0000	00000	00000	.00
				06/21/19		DELL MAR000		2018	.00	.00	.00
0000002345	4080000	CANON CAMERA (MIKE FRANKLIN) FRM SJE	B	7102019	J	5000A1340	0000	0000	00000	00000	.00
				06/10/19		OFFICE D001		2018	.00	.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMULATED DEPREC	DIFFERENCE
		ITEM CODE		REC DATE		RECIPIENT	FIS YR			
Source Expense Acct :	5000E7500	6430	9001 00000 00000 00000							
0000002348	4110102	00038699	DELL LAPTOP (ROSE RAYNAK)	B 7232019	J	5000A1340 0000 0000 00000 00000	1	1,018.69	1,018.69	.00
				06/23/19		DELL MAR000	2018			
0000002359	4050100	00038713	EPSON PROJECTOR	B 7232019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/23/19		AVI-SPL 000	2018			
0000002361	4110101	00038715	DELL CPU WAREHOUSE	B 7252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/28/19		DELL MAR000	2018			
0000002364	4180000	00038718	GBC LAMINATOR	B 7232019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/26/19		OFFICE D001	2018			
0000002368	4110101	00038724	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/10/19		DELL MAR000	2018			
0000002376	4110101	00038736	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/25/19		DELL MAR000	2018			
0000002386	4110300	00038748	DELL COLOR PRINTER	B 782019	J	5000A1340 0000 0000 00000 00000	1	861.75	861.75	.00
				06/08/19		DELL MAR000	2018			
0000002387	4110300	00038750	DELL COLOR PRINTER	B 7172019	J	5000A1340 0000 0000 00000 00000	1	2,844.00	2,844.00	.00
				06/17/19		DELL MAR000	2018			
0000002392	4110101	00038762	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	1	784.07	784.07	.00
				06/10/19		DELL MAR000	2018			
0000002394	4110101	00038764	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	1	784.07	784.07	.00
				06/25/19		DELL MAR000	2018			
0000002396	4110101	00038766	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	1	784.07	784.07	.00
				06/25/19		DELL MAR000	2018			
0000002397	4110101	00038767	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	1	784.07	784.07	.00
				06/25/19		DELL MAR000	2018			
0000002403	4110300	00038774	DELL PRINTER V715	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/10/19		DELL MAR000	2018			
0000002404	4110106	00038775	IPAD - DEBRA RACKLEY	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/25/19		APPLE C0000	2018			
0000002405	4110106	00038776	IPAD - EVONSKI BULGER	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
				06/25/19		APPLE C0000	2018			
0000002417	4050301	00038803	STAGE CURTAINS	B 6252019	J	5000A1340 0000 0000 00000 00000	1	4,783.82	4,157.33	626.49
				06/25/19		ZCONV 000	2018			
0000002420	4050301	00038806	STAGE CURTAINS	B 6252019	J	5000A1340 0000 0000 00000 00000	1	6,283.82	5,460.92	822.90
				06/25/19		ZCONV 000	2018			
0000002436	4200013	00038828	BEVERAGEAIR MILK COOLER	B 7102019	J	5000A1340 0000 0000 00000 00000	1	2,717.23	1,585.03	1,132.20
				06/10/19		CENTRAL 002	2018			
0000002437	4200013	00038829	BEVERAGEAIR MILK COOLER	B 4242019	J	5000A1340 0000 0000 00000 00000	1	2,717.23	1,585.03	1,132.20
				12/12/18		CENTRAL 002	2018			

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
	ITEM CODE							FIS YR			
Source Expense Acct :	5000E7500	6430 9001 00000 00000 00000									
0000002440	4110101 00038832	DELL CPU GX380	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	.00	.00	.00
0000002449	4110101 00038845	DELL CPU GX390 (HOLD JOHN)	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	877.06	877.06	.00
0000002452	4050004 00038849	DOCUMENT CAMERA	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000002453	4050004 00038850	DOCUMENT CAMERA	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000002454	4050004 00038851	DOCUMENT CAMERA	B 7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000002462	4110101 00038859	DELL CPU GX390	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	782.62	782.62	.00
0000002463	4110101 00038860	DELL CPU GX390 (HOLD J. THOMAS)	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	782.62	782.62	.00
0000002464	4110101 00038861	DELL CPU GX390	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	782.62	782.62	.00
0000002465	4110101 00038864	DELL CPU GX390	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	782.62	782.62	.00
0000002466	4110101 00038865	DELL CPU GX390	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	782.62	782.62	.00
0000002495	4110101 00038901	DELL GX390	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000002500	4110101 00038906	DELL GX390	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000002502	4110101 00038908	DELL GX390	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000002536	4110101 00038942	APPLE 27" (CARLOS HUTLEY)	B 6252019	J	5000A1340 0000 0000 00000 00000	APPLE C0000	06/25/19	1	949.00	949.00	.00
0000002541	4110102 00038958	DELL LAPTOP E5420 (RENAE PRESHAE)	B 7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/10/19	1	870.83	870.83	.00
0000002542	4110102 00038959	DELL LAPTOP E5420 (PACE)	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	870.83	870.83	.00
0000002543	4110102 00038960	DELL LAPTOP E5420 (DEWLYN HALL)	B 7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/16/19	1	870.83	870.83	.00
0000002544	4110102 00038961	DELL LAPTOP E5420 (WHITNEY BRANCH)	B 782019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/08/19	1	870.83	237.06	633.77
0000002545	4110102 00038962	DELL LAPTOP E5420 (NESMITH)	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	870.83	870.83	.00



ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
	ITEM CODE		REC DATE		RECIPIENT	FIS YR			
Source Expense Acct : 5000E7500	6430	9001 00000 00000 00000							
0000002546	4110102	00038963	B 7172019	J	5000A1340 0000 0000 00000 00000	1	870.83	870.83	.00
		DELL LAPTOP ES420	06/17/19		DELL MAR000	2018			
		(CURTIS RICHARDSON)							
0000002557	4110101	00038980	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/17/19		DELL MAR000	2018			
0000002571	4110101	00038995	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/17/19		DELL MAR000	2018			
0000002574	4110101	00038999	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/17/19		DELL MAR000	2018			
0000002629	4110101	00039055	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/25/19		DELL MAR000	2018			
0000002637	4110101	00039065	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390 (HOLD	06/25/19		DELL MAR000	2018			
		J. THOMAS							
0000002674	4110101	00039104	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/10/19		DELL MAR000	2018			
00000002679	4110101	00039112	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/10/19		DELL MAR000	2018			
0000002735	4110101	00039170	B 782019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/08/19		DELL MAR000	2018			
0000002743	4110101	00039178	B 782019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/08/19		DELL MAR000	2018			
0000002750	4110101	00039185	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/25/19		DELL MAR000	2018			
0000002753	4110101	00039188	B 7232019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/23/19		DELL MAR000	2018			
0000002757	4110101	00039192	B 6242019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
		DELL CPU GX390	06/24/19		DELL MAR000	2018			
0000002766	4110102	00039206	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	999.40	.00
		DELL LAPTOP	06/25/19		DELL MAR000	2018			
0000002769	4110102	00039212	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	999.40	.00
		DELL LAPTOP (DIST	06/25/19		DELL MAR000	2018			
		SUPPLY)							
0000002770	4110102	00039213	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	999.40	.00
		DELL LAPTOP	06/25/19		DELL MAR000	2018			
0000002772	4110102	00039215	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	999.40	.00
		DELL LAPTOP (HOLD	06/25/19		DELL MAR000	2018			
		HUTLEY)							
0000002781	4110102	00039224	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	866.14	133.26
		DELL LAPTOP	06/25/19		DELL MAR000	2018			
0000002784	4110102	00039228	B 6252019	J	5000A1340 0000 0000 00000 00000	1	999.40	999.40	.00
		DELL LAPTOP (CEDRIC	06/25/19		DELL MAR000	2018			
		AKINS)							

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMULTD DEPRECIATION	DIFFERENCE
										FIS YR			
Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000													
0000002785	4110102	00039229	DELL LAPTOP (SHAY KENT)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	999.40	999.40	.00
0000002803	4110101	00039250	LENOVO CPU W/BUILT IN MONITOR	B	782019	J	5000A1340 0000 0000 00000 00000	CDW GOVE001	06/08/19	1	957.77	957.77	.00
0000002805	4110101	00039252	LENOVO CPU W/BUILT IN MONITOR	B	782019	J	5000A1340 0000 0000 00000 00000	CDW GOVE001	06/08/19	1	957.77	957.77	.00
0000002809	4110101	00039257	LENOVO CPU W/BUILT IN MONITOR	B	782019	J	5000A1340 0000 0000 00000 00000	CDW GOVE001	06/08/19	1	957.77	957.77	.00
0000002812	4110102	00039260	DELL LAPTOP	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	980.39	980.39	.00
0000002818	4110101	00039269	DELL GX390	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/21/19	1	.00	.00	.00
0000002827	4050102	00039278	SMART BOARD	B	7102019	J	5000A1340 0000 0000 00000 00000	AVI-SPL 000	06/10/19	1	1,399.00	1,399.00	.00
0000002898	4050102	00039370	SMART BOARD	B	7172019	J	5000A1340 0000 0000 00000 00000	AVI-SPL 000	06/17/19	1	1,399.00	1,399.00	.00
0000002899	4050102	00039371	SMART BOARD	B	7172019	J	5000A1340 0000 0000 00000 00000	AVI-SPL 000	03/17/19	1	1,399.00	1,399.00	.00
0000002906	4110101	00039378	DELL CPU	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/07/19	1	.00	.00	.00
0000002909	4110102	00039381	DELL LAPTOP (ISAAC SIMMONS)	B	7232019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/23/19	1	980.39	980.39	.00
0000002929	4110102	00039401	DELL CPU (HOLD JOHN THOMAS)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	1,147.64	1,147.64	.00
0000002954	4080001	00039433	PANASONIC CAMECORDER (HOLD M&T)	B	7102019	J	5000A1340 0000 0000 00000 00000	B & H FO000	06/10/19	1	.00	.00	.00
0000002992	4110101	00039484	DELL CPU GX390	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/11/19	1	.00	.00	.00
0000003050	4110102	00039558	DELL DESKTOP	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	1,147.64	1,147.64	.00
0000003051	4110102	00039559	DELL DESKTOP	B	7112019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/21/19	1	1,147.64	1,147.64	.00
0000003052	4110102	00039560	DELL DESKTOP (HOLD J. THOMAS)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	1,147.64	1,147.64	.00
0000003065	4110102	00039577	DELL DESKTOP	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	1,147.64	1,147.64	.00
0000003100	4110101	00039615	DELL CPU 390	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	.00	.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMLT'D DEPREC	DIFFERENCE
		ITEM CODE			REC DATE				FIS YR			
Source Expense Acct :	5000E7500	6430	9001 00000 00000 00000									
0000003107	4110101	00039625	DELL CPU 390	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/17/19				2018			
0000003114	4110101	00039632	DELL CPU 390	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/17/19				2018			
0000003192	4110101	00039713	DELL CPU 390 (HOLD JOHN)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/25/19				2018			
0000003203	4110101	00039724	DELL CPU 390	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/17/19				2018			
0000003213	4110101	00039737	DELL CPU 390	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/17/19				2018			
0000003246	4110101	00039776	DELL CPU 390	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/25/19				2018			
0000003252	4110101	00039784	DELL CPU 390	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/25/19				2018			
0000003286	4110101	00039819	DELL CPU 390	B	7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/10/19				2018			
0000003289	4110101	00039824	DELL CPU 390	B	7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/10/19				2018			
0000003291	4110300	00039826	HP LASERJET PRINTER	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/07/19		OFFICE D001		2018			
0000003297	4110300	00039834	HP PRINTER	B	7102019	J	5000A1340 0000 0000 00000 00000	CDW GOVE001	1	.00	.00	.00
					06/10/19				2018			
0000003308	4050100	00039847	VIEWSONIC PROJECTOR	B	7102019	J	5000A1340 0000 0000 00000 00000	AVI-SPL 000	1	.00	.00	.00
					06/10/19				2018			
0000003315	4110101	00039856	DELL CPU 3010	B	7102019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/07/19				2018			
0000003327	4110101	00039868	DELL CPU 3010	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/07/19				2018			
0000003339	4110101	00039880	DELL CPU 3010	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/07/19				2018			
0000003345	4110101	00039886	DELL CPU 3010	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/07/19				2018			
0000003373	4110101	00039921	DELL CPU 3010 (HOLD JOHN)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/25/19				2018			
0000003406	4110101	00039956	DELL CPU 3010	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/25/19				2018			
0000003443	4110101	00039995	DELL CPU 3010	B	7152019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
					06/15/19				2018			

ASSET KEY CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
	ITEM CODE		REC DATE		RECIPIENT	FIS YR			
Source Expense Acct : 5000E7500	6430	9001 00000 00000 00000							
0000003454	4110102 00040013	DELL LAPTOP (REBECCA GAINES)	B 7102019	J	5000A1340 0000 0000 00000 00000	1	880.75	792.68	88.07
			06/10/19		DELL MAR000	2018			
0000003456	4110102 00040015	DELL LAPTOP (DELSHUANA JACKSON)	B 6252019	J	5000A1340 0000 0000 00000 00000	1	880.75	792.68	88.07
			06/25/19		DELL MAR000	2018			
0000003563	4110106 00040137	IPAD (SANDRA ROBINSON)	B 662019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/06/19		APPLE C0000	2018			
0000003580	4090200 00040163	STACKED WASHER/DRYER	B 672019	J	5000A1340 0000 0000 00000 00000	1	1,199.00	827.89	371.11
			06/07/19		ZCONV 000	2018			
0000003582	4250000 00040165	PLAYGROUND EQUIP	B 6252019	J	5000A1340 0000 0000 00000 00000	1	1,785.19	803.34	981.85
			06/25/19		ZCONV 000	2018			
0000003589	4110106 00040180	IPAD	B 672019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/07/19		APPLE C0000	2018			
0000003595	4110109 00040187	MIMIOVIEW	B 7112019	J	5000A1340 0000 0000 00000 00000	1	1,279.00	1,108.46	170.54
			06/21/19		ZCONV 000	2018			
0000003597	4110109 00040198	MIMIOVIEW	B 7112019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/21/19		ZCONV 000	2018			
0000003654	4110101 00040261	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/10/19		DELL MAR000	2018			
0000003783	4110101 00040391	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/17/19		DELL MAR000	2018			
0000003788	4110101 00040396	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/17/19		DELL MAR000	2018			
0000003799	4110101 00040408	DELL CPU	B 7102019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/10/19		DELL MAR000	2018			
0000003841	4110102 00040451	DELL LAPTOP (SLOAN)HOLD	B 6252019	J	5000A1340 0000 0000 00000 00000	1	837.47	697.88	139.59
			06/25/19		DELL MAR000	2018			
0000003842	4110102 00040452	DELL LAPTOP (SUBER)	B 6252019	J	5000A1340 0000 0000 00000 00000	1	837.47	697.88	139.59
			06/25/19		DELL MAR000	2018			
0000003847	4110102 00040457	DELL LAPTOP (SARAH KNIGHT)	B 672019	J	5000A1340 0000 0000 00000 00000	1	880.52	719.07	161.45
			06/07/19		DELL MAR000	2018			
0000003929	4110101 00040712	DELL CPU	B 7232019	J	5000A1340 0000 0000 00000 00000	1	2,219.02	1,738.24	480.78
			06/23/19		DELL MAR000	2018			
0000003981	4110103 00041340	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/25/19		DELL MAR000	2018			
0000003982	4200017 00041363	3-BEND STAINLESS SINK	B 6252019	J	5000A1340 0000 0000 00000 00000	1	4,051.76	1,519.42	2,532.34
			06/25/19		CENTRAL 002	2018			
0000004001	4110101 00041383	DELL CPU	B 7172019	J	5000A1340 0000 0000 00000 00000	1	.00	.00	.00
			06/17/19		DELL MAR000	2018			

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE							FIS YR			
			Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000									
0000004007	4110101	00041389	DELL CPU	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000004017	4080201	00041401	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,727.11	904.68	822.43
0000004018	4080201	00041402	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,727.14	904.69	822.45
0000004019	4080201	00041403	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,727.14	904.69	822.45
0000004020	4080201	00041404	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,727.14	904.69	822.45
0000004061	4080201	00041648	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	2,858.06	1,497.08	1,360.98
0000004062	4080201	00041649	SURVELLANCE CAMERA OUTSIDE	B 6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	2,858.05	1,497.08	1,360.97
0000004067	4110101	00041655	DELL CPU M#3020 OUTSIDE	B 4242019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	12/12/18	1	602.63	361.59	241.04
0000004118	4110101	00041708	DELL CPU 3440	B 672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/07/19	1	.00	.00	.00
0000004134	4110102	00041725	DELL CPU 3440 (LAQUITTA ROBINSON)	B 672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/07/19	1	.00	.00	.00
0000004140	4110102	00041731	DELL CPU 3440 (ROBIN JENKINS) QA3`S	B 672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/07/19	1	.00	.00	.00
0000004151	4110102	00041744	DELL CPU 3440 (KECIA HILLS)	B 672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/07/19	1	.00	.00	.00
0000004192	4110101	00041787	DELL CPU 3020 (HOLD JOHN)	B 6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/25/19	1	.00	.00	.00
0000004229	4050001	00041824	PHANTOM DRONE	B 6252019	J	5000A1340 0000 0000 00000 00000	B & H FO000	06/25/19	1	1,949.00	835.29	1,113.71
0000004251	4110106	00041849	SUCCESS PRO IPAD (SHIRLEY ALDAY)	B 672019	J	5000A1340 0000 0000 00000 00000	CDW GOVE001	06/07/19	1	846.83	508.11	338.72
0000004297	4110101	00041898	DELL CPU 3020	B 7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	06/17/19	1	.00	.00	.00
0000004421	4110106	00042102	SURFACE PRO (BOARD USE)	B 7232019	J	5000A1340 0000 0000 00000 00000	CB&T-DIV000	06/23/19	1	815.20	461.94	353.26
0000004422	4110106	00042103	SURFACE PRO (BOARD USE)	B 7232019	J	5000A1340 0000 0000 00000 00000	CB&T-DIV000	06/23/19	1	815.20	461.94	353.26
0000004533	4110102	00042218	DELL LAPTOP (BETTY JAMES)	B 672019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	06/07/19	1	.00	.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST	BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	QUANTITY	EXTENDED AMOUNT	ACCUMULTD DEPRECIATION	DIFFERENCE
		ITEM CODE			REC DATE				FIS YR			
Source Expense Acct :		5000E7500	6430 9001 00000 00000 00000									
0000004770	4110106	00042464	IPAD AIR2 (KENNY THOMAS)HOME USE	B	6252019	J	5000A1340 0000 0000 00000 00000	APPLE C0000	1	778.00	376.04	401.96
0000004917	4110101	00042626	DELL CPU 3020	B	4242019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
0000004951	4110102	00042662	DELL LAPTOP (RENNAE FRESHAE)	B	7162019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	817.60	367.92	449.68
0000004987	4110102	00042698	DELL CPU 3350 CART #43235 WAREHOUSE	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	.00	.00	.00
0000004991	4110102	00042704	DELL LAPTOP (FINANCE DEPT)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	794.22	304.45	489.77
0000004993	4110102	00042706	DELL LAPTOP (HOLD LACLARENCE)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	794.22	304.45	489.77
0000005003	4110101	00042716	DELL CPU	B	4242019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	794.22	317.68	476.54
0000005513	4110102	00043234	DELL LAPTOP E5570	B	7172019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	1,061.75	389.30	672.45
0000005800	4110102	00043558	JULIET FISHER LAP TOP 7720 (SHIRLEY ALDAY)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	1,308.00	261.60	1,046.40
0000005847	4110102	00043607	DELL LAPTOP (DIST. ADMIN)	B	6252019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	999.00	216.44	782.56
0000005920	4110102	00090041	DELL LAPTOP 5480 (FINANCE L. MAYS)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	999.00	199.80	799.20
0000005921	4110102	00090042	DELL LAPTOP 5480 (FINANCE L. MAYS)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	999.00	199.80	799.20
0000005922	4110102	00090043	DELL LAPTOP 5480 (FINANCE L. MAYS)	B	672019	J	5000A1340 0000 0000 00000 00000	DELL MAR000	1	999.00	199.80	799.20
0000005951	4060100	00100154	CHUBB SAFE (M&T CAGE)	B	662019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	6,246.00	6,246.00	.00
0000006020	4080100	00100993	ZENITH TV	B	7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	.00	.00	.00
0000006036	4080100	00101249	ZENITH TV	B	6252019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	.00	.00	.00
0000006046	4080100	00101297	ZENITH TV	B	672019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	.00	.00	.00
0000006064	4080100	00101504	SAMSUNG TV	B	7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	.00	.00	.00
0000006098	4080100	00101836	ZENITH TV	B	7172019	J	5000A1340 0000 0000 00000 00000	ZCONV 000	1	.00	.00	.00

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	RECIPIENT	REC DATE	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE							FIS YR			
		Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000										
0000006103	4080100	00101888	ZENITH TV	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000006125	4080100	00102338	ZENITH TV	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000006130	4080100	00102593	RCA TV	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000006133	4330000	00102670	IBM WHEELWRITER	B 7102019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	575.00	575.00	.00
0000006135	4100000	00103510	MINUTEMAN	B 6252019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	.00	.00	.00
0000006150	4080100	00105439	SHARP TV	B 7102019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/10/19	1	.00	.00	.00
0000006156	4110103	00107012	LAPTOPCART #107012	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000006163	4080100	00107186	ZENITH TV	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	.00	.00	.00
0000006222	5000015	00200126	SPARE	B 792019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/28/19	1	51,764.00	51,764.00	.00
0000006223	5000015	00200128	SPARE	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	51,416.00	51,416.00	.00
0000006236	5000015	00200193	NO DRIVER	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	51,416.00	51,416.00	.00
0000006239	5000015	00200209	SPARE	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	51,106.00	51,106.00	.00
0000006241	5000015	00200222	BRENDA CAUSEX	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	67,396.00	67,396.00	.00
0000006244	5000015	00200232	NO DRIVER	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	67,369.00	67,369.00	.00
0000006246	5000015	00200235	NO DRIVER	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/04/19	1	67,396.00	67,396.00	.00
0000006247	5000015	00200237	TRON LANIER	B 10142019 J		5000A1350 0000 0000 00000 00000	ZCONV 000	06/24/19	1	67,396.00	67,396.00	.00
0000006314	4200006	00200587	MARKET FORGE DEEP FRY	B 6252019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	1,300.00	1,300.00	.00
0000006357	4200200	00200701	PREP TABLE	B 6252019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/25/19	1	.00	.00	.00
0000006418	4090000	00200863	STREAM POWER WASH	B 7172019 J		5000A1340 0000 0000 00000 00000	ZCONV 000	06/17/19	1	9,500.00	9,500.00	.00

The highlighted vehicles were deleted and Board Approved, October 22, 2019

ASSET KEY	CLASS	TAG NUMBER	DESCRIPTION	ST BATCH #	MTHD	ASSET ACCOUNT	QUANTITY	EXTENDED AMOUNT	ACCUMLTD DEPREC	DIFFERENCE
		ITEM CODE		REC DATE		RECIPIENT	FIS YR			
		Source Expense Acct : 5000E7500 6430 9001 00000 00000 00000								
0000006462	4110101	00418932	DELL CPU 3020	B 6252019	J	5000A1340 0000 0000 00000 00000 00000	1	.00	.00	.00
			DELL MAR000	06/25/19			2018			
-----										
Totals for Account : 5000E7500 6430 9001 00000 00000 00000							-451	-986,716.87	959,227.10	-27,489.77
-----										
Fund Total : 5000							-451	-986,716.87	959,227.10	-27,489.77
-----										
Report Total							-459	-1,017,802.72	959,227.10	-58,575.62

\*\*\*\*\* End of report \*\*\*\*\*



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: June 23, 2020

TITLE OF AGENDA ITEM: Request to Advertise Notice of Intent to Adopt Policies

DIVISION: Administration

       This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

This request for approval to advertise a Notice of Intent to Adopt/Amend Policy 7.70 is in response to a recent financial audit that indicated the district was not in compliance with Section 112.08(2)(a) F.S. which requires competitive bids for the acquisition of health insurance for officers and employees of the School Board.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger Milton

POSITION: Superintendent of Schools

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN’S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA  
NOTICE OF INTENT TO ADOPT POLICIES**

DATE OF THIS NOTICE: June 23, 2020

The School Board of Gadsden County, Florida hereby gives notice of its intent to adopt/amend Gadsden County School Board Policies.

**PURPOSE AND EFFECT:** The purpose and effect of this policy amendment is to establish rules that govern processes while conducting business on behalf of the Board.

**RULEMAKING AUTHORITY:** Subsection 1001.41(2), Florida Statutes

**LAWS IMPLEMENTED:** 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S.

**SUMMARY OF THE ESTIMATED ECONOMIC IMPACT:** NONE

**FACTS AND CIRCUMSTANCES JUSTIFYING RULE:** It is necessary to adopt/amend School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.  
ON:** Tuesday, August 25, 2020

**PLACE:** Max D. Walker School Administration Building  
35 Martin Luther King, Jr., Blvd.  
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**NAME OF THE PERSON ORIGINATING THIS RULE:**

**Roger P. Milton**  
Superintendent of Schools

**NAME OF THE PERSON WHO APPROVED THIS RULE:**

Roger P. Milton  
Superintendent of Schools

**DATE OF SUCH APPROVAL:** June 23, 2020

A COPY OF THE POLICIES PROPOSED FOR ADOPTION MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Roger P. Milton, Superintendent of Schools  
For Gadsden County, Florida, and Secretary and  
Chief Executive Officer of the School Board of  
Gadsden County, Florida.

## CHAPTER 7.00 – BUSINESS SERVICES

### PURCHASING AND BIDDING

7.70\*

All purchases of supplies, materials, equipment and services made from district funds shall be the responsibility of the Superintendent or his designee as established by School Board rule. No person, unless authorized by the Superintendent or acting on the basis of School Board rules may make any purchase involving the use of district funds and no unauthorized expenditure will be approved by the School Board.

This policy shall generally apply to the District's purchase of products and services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 7.71- Selecting Professional Services for Capital Outlay
- C. acquisition of auditing services
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants and other business or operational consultants,
- E. contracts which are exempted, in whole or in part, from this policy's requirements.

#### Definitions

- A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and/or invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
- B. "Invitation to bid" means a written solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
- C. "Invitation to negotiate" means a written solicitation for competitive sealed replies to

select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

- D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.
- E. "Request for proposals" means a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- F. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on items, commodities or services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.
- G. Purchase Thresholds are defined as follows:
  - (1) Micro-Purchase - Less than \$3,000
  - (2) Small Purchase - \$3,000 to \$25,000
  - (3) Sealed Bids/Competitive Proposals - \$25,000 or More

### **Standards and Specifications**

Before making any purchase of commodities or contractual services the Superintendent shall, insofar as possible, propose standards and specifications. He or she shall ensure that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as necessary to receive maximum value of money expended.

### **Competitive Solicitation Requirements for Goods and Services Other Than Construction Contracting**

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than \$15,000.00.

The procurement of commodities or contractual services may not be divided so as to avoid purchase threshold requirements.

Award of a bid by the Board shall only represent an indication by the Board that a bid represents the best and lowest responsive bid from a responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid. Award of a bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

### **Most Favored Customer Status**

The awarded bidder/contractor shall afford the School Board the most favored customer status for all items in the bid. Accordingly, if during the term of the contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under the contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded the opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, the Gadsden County School District reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

### **Exception to Competitive Bidding Requirements**

- A. notwithstanding anything herein to the contrary, there shall be no requirement to solicit bids and any such requirement is expressly waived for the following:
- B. Purchases made at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the bidder awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices awarded in such contract, and such purchases are to the economic advantage of the Board.
- C. Purchases made from prices established by the Department of Management Services; Division of Purchasing through its State negotiated agreement price schedule.
- D. Pool purchases made as provided in F.S. 1006.27.
- E. Purchase by the Board of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire

professional consultant services without Board approval.

- F. The purchase by the Board of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.
- G. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:
- (1) Competitive solicitations have been requested in the manner prescribed by this policy.
  - (2) The Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time. When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
  - (3) If fewer than two (2) responsive proposals for commodity or contractual services are received, the Board may negotiate on the best terms and conditions or decide to reject all proposals. The Board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
- H. Acquisition of information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(15), may be by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- ~~I. Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services.~~
- J. Purchases of food products, required by the Board's food service program and other ancillary food operations, which are exempt pursuant to F.A.C. 6A-7-0411(2)(i)(2).

- K. Emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.
- L. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in F.S. 120.57(3), and may negotiate on the best terms and conditions with the single source vendor.
- M. Direct purchases of construction project material by the District, on behalf of the awarded construction contractor/manager, directly from vendors to take advantage of the District's "sales tax" exempt status.
- N. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.
- O. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

### **Contract Approval**

Contracts shall be approved and executed as follows:

The Superintendent/designee is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than \$15,000.00 so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of goods or contractual services so as to avoid the monetary cap imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted up to \$15,000.00.

### **Emergency Purchases**

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than \$15,000.00, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount greater than \$15,000.00 when the Superintendent determines in writing that there exists an **"exigency"** where there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise to the district and the use of competitive procurement proposals would prevent the urgent action required to address the situation. Additionally, if an **"emergency"** exists where there is a threat to life, public health, safety or improved property that requires immediate action to alleviate the threat, the Superintendent is authorized as indicated above.

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount greater than \$15,000.00.

### **Purchase Order Approval**

The Superintendent is authorized to issue purchase orders in accordance with this rule without further action of the Board so long as the obligation created is consistent with establish thresholds and does not exceed the applicable appropriation within the District budget. The Superintendent shall inform the Board of the approval of all purchase orders greater than \$10,000, as soon as reasonably possible by a written report issued to the Board at a public meeting. This paragraph shall not be construed to require Board approval of purchase orders.

The School Board establishes the following requirements for purchases in accordance with 60A-1.002 F.A.C.

- A. No written or telephone quotes are required for purchases under \$3,000.



- B. Telephone quotes are required for purchases between \$3,000 and \$9,999.99.
- C. Written quotes are required for purchases between \$10,000 and \$24,999.99.
- D. Sealed Bids/Competitive Proposals are required for purchases of \$25,000 or more.

**Contracts**

The approval of a contract in accordance with this policy authorizes the Superintendent to approve and issue any purchase order required to fulfill the District’s obligation under the approved contract without further action of the Board. Further, the Board authorizes payment of an invoice received, pursuant to an approved purchase order, in the amount not to exceed an additional fifteen percent (15%) of the approved purchase order. The Superintendent shall inform the Board of the approval of all purchase orders greater than \$7,500.00, as soon as reasonably possible by a written report issued to the Board at a public meeting. This section shall not be construed to require Board approval of purchase orders.

**Debarment**

The Superintendent or Director of Purchasing shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

The superintendent shall develop procedures for the implementation of this policy.

**STATUTORY AUTHORITY**

**7.11(5) (a), 1001.42, FS**

**LAWS IMPLEMENTED**

**112.312, 120.57, 212.081, 55.04,  
1001.43, 1010.01, 1010.07(2), 1010.48, 1013.47, FS  
F.A.C. 6A-1.012, 60A-1.002(3)**