

AGENDA

REGULAR SCHOOL BOARD MEETING

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

June 26, 2018

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 22, 2018, 4:30 p.m. – School Board Workshop
- b. May 22, 2018, 6:00 p.m. – Regular School Board Meeting
- c. May 29, 2018, 6:00 p.m. – Special School Board Meeting
- d. June 11, 2018, 6:00 p.m. – School Board Workshop

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2017-2018 – **SEE PAGE #7**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2018- 2019 – **SEE PAGE #9**

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. School Board Truth in Millage (TRIM) Timetable – **SEE PAGE #13**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Electronic Fund Transfers to Aspire – **SEE PAGE #14**

Fund Source: Fund from which employee is paid

Amount: Voluntary deduction by employee

ACTION REQUESTED: The Superintendent recommends approval.

- c. SunTrust Governmental Entity Commercial Card Agreement – **SEE PAGE #18**

Fund Source: All Funds could potentially be affected as a mechanism for payment

Amount: No Cost to District for timely payment, annual rebate for usage

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. 2018 – 2019 Resolutions for PAEC Services – **SEE PAGE #31**

Fund Source: General Fund

Amount: \$106,935.77

ACTION REQUESTED: The Superintendent recommends approval.

- b. Agreement Between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC - **SEE PAGE #46**

Fund Source: FEFP Dollars

Amount: \$58.00 (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.

- c. Agreement Between the Gadsden County Public Schools and Kavontaye Baker, PT, DPT, Physical Therapist – **SEE PAGE #49**

Fund Source: FEFP Dollars

Amount: \$61.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- d. The School Board of Gadsden County, Contract with Independent Contractor Yolanda Smith-Ervin, MS - **SEE PAGE #52**

Fund Source: IDEA Dollars

Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- e. The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist – **SEE PAGE #56**

Fund Source: IDEA Dollars

Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- f. Agreement Between The School Board of Gadsden County Public Schools and Soliant Health, Inc. – **SEE PAGE #60**

Fund Source: FEFP

Amount: \$56.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- g. FSU Multidisciplinary Services 2018 – 2019 School Year – **SEE PAGE #69**

Fund Source: IDEA Dollars

Amount: \$25,000.00 est.

ACTION REQUESTED: The Superintendent recommends approval.

- h. Cooperative Agreement for Inter-County Transfer of Exceptional Students Between Leon County School Board and Gadsden County School Board  
**SEE PAGE #75**

Fund Source: State FTE Funds

Amount: (determined by formula)

ACTION REQUESTED: The Superintendent recommends approval.

- i. Contracted Services with Speech/Language Pathologist Joy Scharein & The Gadsden County School Board – **SEE PAGE #80**

Fund Source: FEFP Dollars

Amount: \$56.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- j. Agreement Between Cumberland Therapy Services, LLC and Gadsden County School Board - **SEE PAGE #86**  
 Fund Source: IDEA Dollars  
 Amount: \$57.00 - \$61.00 per hour  
 ACTION REQUESTED: The Superintendent recommends approval.
- k. SUBWARD Agreement Between County of Gadsden Board of Public Education and Florida Gulf Coast University Board of Trustees – **SEE PAGE #95**  
 Fund Source: N/A  
 Amount: N/A  
 ACTION REQUESTED: The Superintendent recommends approval.
- l. Edgenuity Contract Agreement – **SEE PAGE #155**  
 Fund Source: FEFP Dollars  
 Amount: Undetermined – based upon enrollment  
 ACTION REQUESTED: The Superintendent recommends approval.
- m. K-12 Virtual (fuel education) Contract Agreement – **SEE PAGE #169**  
 Fund Source: FEFP  
 Amount: Undetermined – based upon enrollment  
 ACTION REQUESTED: The Superintendent recommends approval.
- n. Panhandle Area Educational Consortium (PAEC – FLVS FRANCHISE) Contract Agreement – **SEE PAGE #192**  
 Fund Source: FEFP Dollars  
 Amount: Undetermined – based upon enrollment  
 ACTION REQUESTED: The Superintendent recommends approval.
- o. Florida Virtual School (FLVS) Contract Agreement – **SEE PAGE #200**  
 Fund Source: FEFP Dollars  
 Amount: Undetermined – based upon enrollment  
 ACTION REQUESTED: The Superintendent recommends approval.
- p. PAEC ELL Contract – **SEE PAGE #212**  
 Fund Source: Federal Programs  
 Amount: \$72,000.00  
 ACTION REQUESTED: The Superintendent recommends approval.
- q. Dual Enrollment Articulation Agreement Between Tallahassee Community College and Gadsden County Schools 2018 – 2019 - **SEE PAGE #220**  
 Fund Source: FEFP  
 Amount: Undetermined – based upon enrollment  
 ACTION REQUESTED: The Superintendent recommends approval.

- r. MOA Between Gadsden County School Board and Florida Department of Health – **SEE PAGE #236**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- s. Agreement Between the School Board of Gadsden County, FL, Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C. - **SEE PAGE #242**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- t. Head Start 2018 Cost-of-Living Adjustment (COLA) – **SEE PAGE #255**

Fund Source: Head Start  
Amount: \$54,591.00

ACTION REQUESTED: The Superintendent recommends approval.

- u. Liptrot vs. Gadsden County School Board – **SEE PAGE #278**

Fund Source: General  
Amount: \$55,000.00

ACTION REQUESTED: The Superintendent recommends approval.

9. **STUDENT MATTERS – SEE ATTACHMENT**

- a. Student Expulsion – See back-up material

Case #117-1718-0051

ACTION REQUESTED: The Superintendent recommends approval.

10. **SCHOOL FACILITY/PROPERTY**

- a. Preventative Maintenance Services with Brooks Building Solutions, Inc. **SEE PAGE #279**

Fund Source: 110  
Amount: \$58,660.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Rowe Roofing – Gadsden Technical Institute - **SEE PAGE #281**

Fund Source: 110  
Amount: \$48,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Sonitrol/Redwire Agreement – District Wide – **SEE PAGE #332**

Fund Source: 379

Amount: \$49,179.48 / Sonitrol  
\$7,730.28 / Redwire

ACTION REQUESTED: The Superintendent recommends approval.

## 11. EDUCATIONAL ISSUES

- a. Gadsden County School Board Resolution Referencing Senate Bill 7026  
**SEE PAGE #353**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. 2018 – 2019 Florida Association of District School Superintendents  
Membership Dues – **SEE PAGE #356**

Fund Source: General Fund

Amount: \$11,031.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. 2018 – 2019 Hosting of Website by SchoolinSites – **SEE PAGE #358**

Fund Source: General Fund

Amount: \$21,600.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Medical Physicals 2018 - 2019 - **SEE PAGE #360**

Fund Source: 110

Amount: \$8,100.00

ACTION REQUESTED: The Superintendent recommends approval.

## ITEMS FOR DISCUSSION

12. FACILITIES UPDATE

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. ADJOURNMENT

# THE SCHOOL BOARD OF GADSDEN COUNTY

6a & b



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 26, 2018

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

Dear School Board Members:

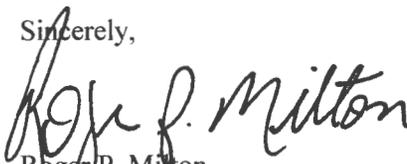
**I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.**

**Item 6A Instructional and Non-Instructional Personnel 2017-2018**  
**Item 6B Instructional and Non-Instructional Personnel 2018-2019**

The following reflects the total number of full-time employees in this school district for the 2017-2018 school term, as of June 27, 2018.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2018</u>
Classroom Teachers and Other Certified	120 & 130	342.00
Administrators	110	41.00
Non-Instructional	150, 160, & 170	<u>345.00</u>
		728.00

Sincerely,

  
Roger P. Milton  
Superintendent of Schools

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

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

Isaac Simmons, Jr.  
DISTRICT NO. 3  
Chattahoochee, FL 323324  
Greensboro, FL 32330

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

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

*"The Gadsden County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."*

**AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2017/2018****NON-INSTRUCTIONAL**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Hicks, James	Transportation	Vehicle Mechanic II	06/04/2018

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

<b><u>RESIGNATION</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Cervera, Anngela	HMS	Teacher	06/05/2018
Davis, Alaina	HMS	Teacher	06/05/2018
Ervin, Julius	GEMS	Teacher	06/05/2018
Gaines, Rebecca	GCHS	Assistant Principal	06/21/2018
Gilbert, Rebecca	HMS	Teacher	06/05/2018
Hightower, Pink	District	Area Director, Support Services	06/29/2018
James, Betty	District	ETO Program Specialist	06/29/2018
Jones, Mariah	HMS	Teacher	06/05/2018
Kauffman, Megan	GBES	Teacher	06/05/2018
Taylor, Sherri	District	Coor, Community in School	06/29/2018
Thompson, Mark	JASMS	Teacher	06/05/2018
Wright, Mary	HMS	Education Paraprofessional	06/05/2018
Zammit, Paul	GEMS	Teacher	06/05/2018

**RETIREMENT**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Brock, Mary	JASMS	Education Paraprofessional	06/05/2018
Pace, Josephine	GBES	Education Paraprofessional	06/05/2018
Poythress, Carolyn	GCHS	Education Paraprofessional	06/05/2018

**D.R.O.P RETIREMENT**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Glover, Mattie	JASMS	Custodial Assistant	06/30/2018
Kimble, Joann	District	Program Assistant	06/30/2018
Matos, Gloria	GBES	Teacher	06/30/2018

**AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2018/2019****TRANSFERS**

<b><u>Name</u></b>	<b><u>Location/Position</u></b>	<b><u>Location/Position</u></b>	<b><u>Effective Date</u></b>
Dilworth-Porter, Latasha	GEMS/Teacher	GWM/Teacher	08/06/2018
Dowdell, Keith	GCHS/Assistant Principal	WGHS/Assistant Principal	07/30/2018
Elias, Irene	GCHS/Office Manager	GWM/Office Manager	07/02/2018
Jackson, Willie	JASMS/Principal	CPA/Principal	07/02/2018
James, Bobby	CES/Custodial Assistant	GCHS/Custodial Assistant	07/30/2018
Lamb, Makenzie	GWM/Office Manager	GCHS/Office Manager	07/02/2018
Ryals, Andrea	GWM/Teacher	GBES/Teacher	08/06/2018
Spates, Carla	GCHS/Office Manager	HMS/Office Manager	07/02/2018
West, Pauline	CPA/Principal	District/Director, Personnel	07/02/2018

**INSTRUCTIONAL PROFESSIONAL**

Payton, Kecia

**INSTRUCTIONAL ANNUAL**

Alexander, Maresha  
 Allen, Sabrina  
 Ateloni, Tiara  
 Arnold, Angel  
 Baker, Carlicia  
 Berg, Angela  
 Bradwell, Tanya  
 Brown, Joy  
 Bush, Randolph  
 Daniels, Yakesia  
 Dantzer, Heath  
 Davis, Dionne  
 Davis, Lynda  
 Denton, April  
 Dixon, Shantoria  
 Dowdell, Shannon  
 Estelle, Randall  
 Frazier, Sanura  
 Frost, Diane  
 Garrett, Blake  
 Gonzalez, Charlotte  
 Grice, Vincent  
 Griffin, Edgar  
 Halstrom, Alyssa-Dawn  
 Harmons, Ashleigh  
 Hendley, Natasha  
 Henderson, Stacy  
 Hodges, Patrick  
 Husvar, Jennifer  
 Jackson, Tameshia  
 Johnson, Brittney  
 Jones, Antionette  
 Jones, Shalandria  
 Joseph, Milca  
 Kelly, Kareem  
 King, Marcelette  
 Knight, Shirley  
 Lawrence, Kayla  
 Lockwood, Chavien  
 Love, Taronda  
 Luckey, Anthony  
 McMillan, Angel  
 McNair, Cassandra  
 Miles, Krystal  
 Milton, Dierra  
 Murray-McMillan, Shannon

Paschall, Edward  
 Parrish, Bobby  
 Ray, Michael  
 Read, Angela  
 Richardson, Shereese  
 Riggins, Vann  
 Roberts, Natalie  
 Sailor, Barbara  
 Sailor, Dalis  
 Simmons, Laquadra  
 Smith, Christina  
 Smith, Kaloma  
 Smith, Rose-Anna  
 Stubb, Sherrie  
 Taylor, Kaleigh  
 Thomas, Byron  
 Toussaint, Eric  
 Valencia, Kayla  
 Vickers, Annette  
 Walker, Keenan  
 White, Burnell  
 White, Christopher  
 Williams, Nyama  
 Williams, Shereka  
 Wright, James  
 Young, Donny

**NON-INSTRUCTIONAL  
PERMANENT STATUS**

**Secretaries**

Stauffer, Tomme

**PreK Program Assistants**

Bridges, Joan

Fields, Barbara

Gammon, Julia

**ESE Self Help Assistant**

Jackson, Patricia

**Paraprofessional**

Akins, Tisher

Battles, Joanne

Beavers, Martha

Brinson, William

Bouie, Veronica

Bush, Thahaya

Childress, Melinda

Clove, Hazel

Davis, Sharon

Dixon, Betty

Donaldson, Nekittrae

Faison, Evelyn

Fields, Delores

Fields, Sandra

Harrison, Noah

Herring, Cynthia

Kenon, Cynthia

Kincy, Carol

McSwain, Gloria

Munroe, Sonja

Pringley, Giselda

Sanders, Valorie

Thompson, Felicia

Tsigbey, Jennifer

Wright, Shandra

Wynn, Vira

Young, Maria

**Custodians**

Betsey, Antwan

Copeland, Bridget

Hatten, Henry

Jones, Marshall

Kirkland, Juan

Lee, Willie

Miller, Raymond

Oliver, Clifford

Pete, John

Robinson, Lamar

Seymore, David

White, Danny

Wimbush, Rondal

**Custodial Asst.**

Alexander, Estelle

Favors, John

Gordon, Stenet

Hobbs, Carolyn

Kenon, Geraldine

Lee, Katherine

McCall, Barbara

McCloud, Estella

Mitchell, Alice

Monroe, Lisa

Reed, Willie

Smith, Ronnie

Smith, Rosetta

Walker, Cedric

Williams, Keysha

Williams, Sharon

Winbush, Latoya

Woods, Terell

**Maintenance**

Cox, David

Harris, Terry

Johnson, William

McCall, Isaac

Pride, Michael

Smith, William

Tyus, James

Yon, Dennis

**SFS Workers**

Carroll, April

Cogman, Hattie

Coster, Earnestine

Deshazier, Toby

Golden, Helen

Hartsfield, Diane

Jones, Morhonda

Mitchell, Jennifer

Reglin, Earnestine

Spears, Mary

Starling, Betty

Thigpen, Dexter

Williams, Pamela

**Transportation**

Lewis, Rogers

Moore, H. Gerard

Rodriguez, Carlos

**Bus Drivers**

Akery, Jennifer

Austin Tony

Bostick, Amos

Brewington, Earnestine

Coster, Linda

Fluker, Stephanie

Gavin-Brown, Dorothy

Goldwire, Cynthia

Goldwire, Lalisa

Herring, Julia

Holloman, Sharon

Huggins, Terryal

Jones, Regina

Lanier, Tron

Lewis, Shelia

Mabry, Velyetta

Maynor, Charlie

McCray, Wanzella

McNealy, Nathaniel

Milton, Dorothy

Moore, Johnny

Paul, Charleston

Ross-Thomas, Martha

Shaw, Jacqueline

Woods, Lucy

**Bus Aides**

Harris, Darlene

Jackson, Rosemary

Jackson, Sharon

Jessie, Cassandra

Lightfoot, Lessie

Miller, Mary

Robinson, Kenneth

Scott, Hope

Wilson, Renesia

**Behavior Specialist**

James, Anthony

Moten, Andrew

Striplin, Joseph

**ANNUAL STATUS**

**Office Managers, Secretaries**

**Clerical**

Bradwell, Gwendolyn  
Bryant, Cametra  
Bryant, Edna  
Bradwell-Conyers, Maggie  
Burke, Keyichee  
Clark, Clarine  
Clark, Tenesia  
Elias, Irene  
Enzor, Blondell  
Frison, Lauren  
Green, Floria  
Hall, Brenda  
Harrell, Frances  
Hines, Mae  
James, Felicia  
Lamb, Makenzie  
Lanier, Kathleen  
Lewis, Kourtney  
McNeil, Tinika  
McWhite, Alexis  
Quintanilla, Ashley  
Quintero, Dolores  
Rittman-Jackson, Debra  
Robinson, Allen  
Russ-Hutley, Lesa  
Salais, Lorraine  
Spates, Carla  
Stokes, Demetrius  
Thurman, Tamika  
Thomas, Towanda  
Villegas Rosa  
Woods, Shalinda

**Part-time**

Smith, Linda

**PreK**

Alvarez, Michelle  
Austin, Jimmie  
Crittiden, Charles  
Gilcrease, Shakiriyi  
Hall, Laurie  
Jackson, Christa  
Jones, Curtis  
McMillan, Tarwin  
Perkins, Lakysa  
Popoca, Patricia  
Randolph, Niara  
Riley, Cynthia

Robinson, Dominga  
Starks, Shelanda  
Washington, Ruby

**Paraprofessionals**

Aguilar, Jacqueline  
Alls, Precious  
Basford, Marilyn  
Baxter, Lakacha  
Bradley, Kathy  
Brown, Vernita  
Carroll, Alonza  
Carter, Arlene  
Centeno, Eduardo  
Dobbins, Rebecca  
Esland, Sharonda  
Ford, Nedra  
Forehand, Gwendolyn  
Frazier, Thomas  
Gilcrease, Dana  
Hall, Shyndell  
Harris, Gekettia  
Highman, Keshandra  
Hightower, Richard  
Jackson, Jocelin  
Jackson-Clark, Priscilla  
McClendon, Marilyne  
McMillion, Tamita  
Moore, Michelle  
Murphy, Shendora  
Paz, Xoxhitl  
Roberts, Jerry  
Rollinson, Bernica  
Rush, Geraldine  
Russ, George  
Thomas, Carla  
Walker, Kyshada  
Warren, Tia  
Wright, Shanda

**ESE Self Help Asst.**

Dilworth, Laquanda  
Newsome, Chastine

**Custodians**

Hobbs, James  
McGriff, Linda

**Custodial Assistants**

Alls, Billy  
Anderson, Sarah

Brown, Eugene  
Brown, Hazel  
Dixon, Anthony  
Eggleton, Alfred  
Gamble, Wendell  
Hayes, Charles  
James, Bobby  
March, Kelvin  
McCree, Jeanese  
Murray, Eddie  
Pearson, Betty  
Smith, Edrick  
Stevens, Derrick  
West, Dwight  
Williams, Mary  
Wilson, Reginald

**Transportation**

Hicks, James  
Gleaton, Sandra  
Rutten, Mary  
Taylor, Jimmy

**Bus Drivers**

Albert, Michael  
Baxter, Geraldine  
Borden, Cynthia  
Card, Stanley  
Causey, Brenda  
Cole, Jermaine  
Davis, Tyrone  
Draper, Terrence  
Edwards, Mary Ann  
Green, Charles  
Holloman, Attaway  
Howard, James  
Jones, Marlon  
Knight, Devonta  
Lanier, Milton  
McGhee, Jennifer  
McMillon, Eric  
Mitchell, Jerome  
Myrick, Michael  
Perkins, Judith  
Starks, Edwin  
Turner, Pierre  
Walker, Anthony  
Williams, Martha  
Woods, Sandra  
Wright, King

**Bus Aides**

Bridges, Minnie  
Brundidge, Tommie  
Coster, Eula  
Davis, Lazelle  
Holloman, Annie  
Holmes, Gwendolyn  
Horne, Angeline  
Ivey, Arthur  
Jackson, Doris  
Jones, Trina  
Kenon-Carter, Francelyn  
Monroe, Chenell  
Nealy, Shavonda  
Ogunti, Sharon  
Sailor, Marie  
Scott, Pamela  
Williams, Darlene  
Wright, Debra

**SFS Managers**

Alday, Deborah  
Brinkley, Patricia  
Brown, Debra  
Butler, Regina  
Chavers, Lisa  
Chestnut, Adrienna  
Fitzgerald, Brenda  
Hurchins, Felix  
Jackson, Renisha  
Pugh, Chrishaunda  
Smith, Machele  
Youmas, Joann

**SFS Workers**

Baker, Romeko  
Bittle, Yvette  
Campbell, Justa  
Chestnut, Shakina  
Copeland, Henry  
Denson, Ruby  
Donald, Irene  
Drayton, Yolanda  
Frierson, Annell  
Graham, Shanetha  
Hammon, Rufus  
Jackson, Derrick  
Jackson, Laterica  
Johnson, Annie  
Johnson, Bennie  
Kenon, Jennie  
McMillan, Christine

**SFS Workers cont'd**

Milton, Carolyn  
Moore, Christopher  
Parker, Markeith  
Robinson, Demario  
Robbins, Margaret  
Rolax, Veronica  
Rittman, Jermaine  
Scurry, Debra  
Simmons, Shakelia  
Smith, Emma  
Smith, Jomala  
Williams, Villie  
Winbush, Jessica  
Wynn, Cedric

**GTI**

Dupont, Natalie  
Thomas, Tatia

**Maintenance**

Horton, Daniel  
Lewis, Kimmie  
Peters, John  
Riley, Johnny  
Roberts, Angela  
Sherman, Ricky  
Simmons, Michael  
Smith, Barbara  
Starks, Edwin T.  
Williams, Corey  
Yon, K-Dentris

**District**

Byrd, Lakeisha  
Francis, Carolyn  
Harris, Abria  
Knight, Sarah  
Robinson, Calvin  
Walker, Ida

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**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) revised timetable with the following key dates:

Action	Date	Description
Board Meeting	July 10, 2018	Superintendent sends the tentative budget to the Board for approval and Board approves tentative budget for advertising
Newspaper Ads	July 19, 2018	School District advertises its intent to adopt a tentative budget and millage rates, including proposed millage for capital outlay projects
Board Meeting	July 24, 2018	Public hearing on the tentative budget and millage, adopting the tentative millage rates and tentative budget and publicly announcing the percentage the millage rates exceed the roll-back rate, if applicable
Board Meeting	September 4, 2018	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 26, 2018

**TITLE OF AGENDA ITEMS:** Electronic Fund Transfers to Aspire

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested to authorize monetary electronic payments to Aspire Financial Services, one of the providers of a 403(b) Plan sponsored by the District. This approval is requested in accordance with Board Policy 6107.

**FUND SOURCE:** Fund from which employee is paid

**AMOUNT:** Voluntary deduction by employee

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



Aspire Financial Services  
4010 Boy Scout Blvd  
Suite 500  
Tampa, FL 33607

June 1, 2018

School Board of Gadsden County (FL) 403(b) Plan  
Attn: Amy Howell  
35 Martin Luther King Jr Blvd  
Quincy, FL 32351

Dear School Board of Gadsden County (FL) 403(b) Plan

Aspire Financial Services, LLC recently received a contribution check for the above-mentioned Retirement Plan, which was made payable to Aspire. Please note that all contributions for the plan should be made payable to MG Trust Company.

Going forward, please be sure that **all** contribution checks for the plan are payable to MG Trust Company.

We also offer the option of sending payroll funds electronically via ACH or Wire. This will ensure more efficient processing and avoid items getting lost in the mail. Please see the attached instructions if you would like to make contributions via ACH or Wire.

If you prefer to continue mailing checks, you may continue to mail checks to Aspire or you may send them Directly to MG Trust at the address listed on the enclosed Wire and ACH instructions.

Thank you for your cooperation,

The Contributions Department  
Aspire Financial Services, LLC

Sincerely,

## The School Board of Gadsden County

### Bylaws & Policies

Unless a specific policy has been amended and the date of the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Gadsden County were adopted on June 25, 2013, and were in effect beginning June 26, 2013.

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#### **6107 - AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS, TO USE ELECTRONIC SIGNATURE(S), AND MAKE ELECTRONIC FUND TRANSFERS**

##### **Electronic Records and Electronic Signatures**

Unless a provision of law enacted after July 1, 2000, specifically prohibits the use of an electronic record for the specified purpose, the School Board hereby authorizes the acceptance and distribution of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. Additionally, the Board further authorizes District staff to create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.

The Superintendent shall consult with the State of Florida's Agency for Enterprise Information Technology (Agency) regarding the District's authorized acceptance and distribution of electronic records and electronic signatures. After giving due consideration to security, the Agency may specify the following:

- A. The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored and the systems established for those purposes.
- B. If electronic records must be signed by electronic means, the type of electronic signature that is required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met, by any third party used by a person filing a document to facilitate the process.
- C. Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.
- D. Any other required attributes for electronic records which are specified for nonelectronic records or reasonably necessary under the circumstances.

The Superintendent shall require District staff to comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, communicating, storing, process, using, and relying upon electronic records. Further, the Superintendent shall require District staff and other persons who use electronic signatures to do so in compliance with State law.

##### **Electronic Fund Transfers**

The Board authorizes electronic fund transfers (EFTs) for any purpose including direct deposit, wire transfer, withdrawal, investment, or payment, provided such EFTs are consistent with the provision of F.S. Chapter 668. Upon the recommendation of the Superintendent, the Board shall approve the financial institutions that are authorized to receive monetary transactions through electronic or other medium.

Upon the recommendation of the Superintendent, the Board shall then approve written agreements with financial institutions with whom EFTs will be made.

Such agreements shall set forth internal controls required by State law and State Board Rule that will provide adequate integrity, security, confidentiality, and auditability of business transactions conducted by electronic commerce, including, but not limited to, the following:

- A. the official title of the bank account(s) subject to the agreement and each type of transaction approved, such as

deposits, disbursements or transfers, shall be specified;

- B. the manual signatures of the Board Chairman, Superintendent, and the employees authorized to initiate EFTs shall be contained therein;
- C. a requirement that the District maintain documentation signed by the initiator and authorizer of the EFTs to confirm the authenticity of the EFTs;
- D. a requirement that, when funds are properly delivered to the receiving institution, that institution agrees to become responsible for prompt and diligent processing of the funds;
- E. a requirement that written or printed documentation from the financial institution acknowledging such transactions, including but not limited to deposit slips, debit and credit memos, trust receipts, transfer acknowledgements, or cancelled warrants, shall be provided so that it may be kept in the official files of the School District, which shall be maintained in a manner which facilitates easy review and validation of transactions.

F.S. 668.001 et seq., 668.50, 1010.11  
F.A.C. 6A-1.0012

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**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7c

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEMS:** SunTrust Governmental Entity Commercial Card Agreement

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for the SunTrust Governmental Entity Commercial Card Agreement. The purchasing card would be a MasterCard that would utilize an online card management system compatible with Skyward financial software.

Related policies and procedures will be presented to the Board at a subsequent meeting

**FUND SOURCE:** All Funds could potentially be affected as a mechanism for payment

**AMOUNT:** No Cost to District for timely payment; annual rebate for usage

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



Governmental Entity Commercial Card Agreement

Full Name of Governmental Entity SCHOOL BOARD OF GADSDEN COUNTY FLORIDA			
Attention BONNIE WOOD			
Street Address 35 MARTIN LUTHER KING JR BLVD	City QUINCY	State FL	Zip Code 32351
Authorized Signature:		Signature Date:	
Name of Governmental Entity's Authorized Signatory:			
Title:			
Accepted by SunTrust Bank (signature):		Effective Date: (To be Completed by SunTrust)	
Name & Title:			
By signing above, both SunTrust and the Governmental Entity agree to the attached <u>TERMS AND CONDITIONS</u> .			

I. Initial Term (check one):  Three (3) Years or  Five (5) Years

II. Card Network.

MasterCard  Visa

III. Commercial Card Program(s):

Purchasing Card  Employee Expense Card  Executive Corporate Card  Central Travel Account

IV. Enterprise Spend Platform.

Enterprise Spend Platform ("ESP"), an online card management solution with an integrated suite of application modules for managing travel and entertainment, procurement, and payables, is one of the Technology Solutions referenced in Section 20 below. **ESP Payables Module.**

Yes  No

The ESP Payables Module is an optional feature within ESP. If the Governmental Entity has chosen the ESP Payables Module then the Governmental Entity also acknowledges and agrees that it will provide the Bank with a list of its suppliers and related contact information. The Governmental Entity shall be responsible for obtaining any consents required from its Suppliers to enable the Governmental Entity and/or the Bank to disclose and use its Suppliers' information for use with ESP and the Program.

ESP Buyer Initiated Payments Option.

Yes  No

The ESP Buyer Initiated Payments ("BIP") option is an optional feature used for payables and purchasing card and is described in the ESP Materials. Please note that, as a condition of using BIP, the **GOVERNMENTAL ENTITY AGREES TO IRREVOCABLY WAIVE ANY AND ALL CHARGEBACK RIGHTS IT MAY HAVE ON ANY PAYMENT MADE TO A SUPPLIER USING THE BIP PAYMENT OPTION.**

V. Cash Advances using a PIN.

Shall be permitted  
 Shall not be permitted

VI. Invoicing. Charges and Fees shall be invoiced via:

Card Statement  
 Account Analysis: Governmental Entity payments processed via the Governmental Entity's Deposit Account @ SunTrust – DDA#

**“Account Analysis”** means the Bank's billing system used to manage billing for certain products/services. If the Governmental Entity elects to use Account Analysis for billing and payment of fees due the Bank, the Governmental Entity, by listing its Deposit Account number above authorizes the Bank to direct debit such fees to the Governmental Entity Deposit Account.

**VII. Cardholder Information Requirement.**

The Governmental Entity shall provide the following Cardholder information: Name, business address, billing address, telephone number, and the last four digits of the Cardholder's social security number.

**VIII. Card Delivery.** The Card(s) shall be delivered to:

The Governmental Entity at:

Attention <b>BONNIE WOOD</b>			
Street Address <b>35 MARTIN LUTHER KING JR BLVD</b>	City <b>QUINCY</b>	State <b>FL</b>	Zip Code <b>32351</b>

Each Individual Cardholder

**IX. Program Administrators.** The Governmental Entity designates the following individuals as authorized Program Administrator(s). The Governmental Entity may change or add designated Program Administrator(s) by written notice to the Bank.

Name	Title		
Email Address		Telephone	
Street Address		City	State      Zip Code

Name	Title		
Email Address		Telephone	
Street Address		City	State      Zip Code

Name	Title		
Email Address		Telephone	
Street Address		City	State      Zip Code

**X. Account Controls.**

(A) **Card Accounts:** Controls regarding Card Accounts are established during the implementation process and may be amended from time to time by the Governmental Entity or the Bank.

(B) **Emergency Replacement Cards:** In the event any Card is lost, stolen, or damaged and a replacement Card is required during weekends, holidays, or Bank closing hours, the Cardholder may call the Network to obtain a temporary Emergency Replacement Card. The Governmental Entity understands and acknowledges that Network Emergency Replacement Cards are not controlled by the Governmental Entity's account controls set forth on the Implementation Form but, rather, are controlled in accordance with the standard Network operating procedures in effect at the time of replacement. The Network Emergency Replacement Cards are valid for a limited period of time and the Cardholder must immediately contact the Bank for a permanent Card which shall be issued with the Governmental Entity's account controls.



**Governmental Entity Commercial Card  
Exhibit A: Fee Schedule**

Governmental Entity:

Date:

<b>Card Fees</b>	
<b>Item</b>	<b>Cost</b>
Annual Card Fee	\$0
Annual Executive Card Fee (Corporate Card Only)	\$100 per card N/A
Central Travel Account (CTA) Annual Fee	\$150 per account N/A
Annual Rewards Fee (Corporate Card Only)	\$75 per enrolled card N/A
Cash Advance Fee	3% (\$3 minimum) N/A
Late Fee Central Bill	1.5% of outstanding balance
Late Fee Individual Bill (Corporate Card Only)	\$30 N/A
Foreign Transaction Fee	Pass through from Network (currently 1%)
Non-Sufficient Fund Fee	\$29 each
Copy of Sales Slips & Statements	\$5 each N/A
Card Replacement Fee	None
"Rush" Delivery Fee for Card Replacement	\$25
Program Administration Annual Maintenance Fee	\$3,500. Paid in arrears if prior year's Annual Spend does not exceed \$500,000- <b>WAIVED</b>
Supplier Maintenance Fee (Payables Manager Only)	\$25 per supplier. Paid in arrears for each supplier with zero dollar spend after 12 months of enrollment- <b>WAIVED</b>

<b>Governmental Entity Fees</b>	
<b>Item</b>	<b>Cost</b>
<b>One Time Fees</b>	
Card Design: Logo	\$1,000- <b>WAIVED</b>
Card Design: Custom Plastic	Priced upon request
Data Extract: File Set-up Fee (Standard)	Included
Data Extract: File Set-up and Maintenance Fee (Custom) per file	Priced upon request
Data Extract: Auto-Generate Set-up Fee	\$1,500 <b>WAIVED</b>
Data Extract: Auto-Delivery Set-up Fee	\$1,500 <b>WAIVED</b>
ESP Module: Statement Manager Set-up Fee	Included
ESP Module: Expense Manager Set-up Fee	\$5,000 <b>WAIVED</b>
ESP Module: Payables Manager Set-up Fee	\$5,000 <b>WAIVED</b>
ESP Module: Requisition Manager Set-up Fee	\$5,000 <b>WAIVED</b>
ESP Module: Transaction Manager Set-up Fee (Single Level Approval)	\$1,000 <b>WAIVED</b>
ESP Module: Transaction Manager Set-up Fee (Multi Level Approval)	\$5,000 <b>WAIVED</b>
FTP Set-up Fee	\$2,500 <b>WAIVED</b>
File Translation Set-up Fee and Maintenance Fee per file	\$2,500 <b>WAIVED</b>
Imaging Set-up Fee	\$1,000 <b>WAIVED</b>
Online Form Set-up Fee (Standard Forms)	Included
Online Form Set-up Fee (Custom Forms)	Up to \$1,000 per form <b>WAIVED</b>
Third Party Data Import Set-up Fee	\$5,000 per 3 <sup>rd</sup> Party <b>WAIVED</b>
Training: Instructor led, web-based for Program Administrator(s)	Included
Training: On site	\$2,500 per day <b>WAIVED</b>
<b>Monthly Fees</b>	
Expense Report Fee	\$2.00 per expense report <b>WAIVED</b>
Imaging Fee	\$0.35 per image (\$100 minimum per month) <b>WAIVED</b>
Statement Manager: 3 <sup>rd</sup> Party Statement Fee	\$2.00 per statement <b>WAIVED</b>
<b>Miscellaneous Fees</b>	
Professional Services	\$250 per hour <b>WAIVED</b>

**NOTE:** Notwithstanding anything to the contrary in the Agreement or this Fee Schedule, all fees, charges and rebates are **subject to change by the Bank upon 60 days prior written notice** to the Governmental Entity if an event external to the Bank materially increases the Bank's cost of providing the Program or decreases the revenue the Bank receives from the Program during the term of this Agreement (for example:

changes in Network rules; decreases in interchange revenue paid to the Bank by a Network; changes in federal or state laws, rules or regulations; increases in funding costs due to interest rate changes or deterioration in Governmental Entity's financial condition).



**Governmental Entity Commercial Card  
Exhibit B: Rebate Program**

**Net Spend Rebate Program**

In accordance with the table below, at the end of each rebate period, the Governmental Entity shall receive a revenue share of its Net Spend\* based upon the following calculation. The Annual Spend amount shall determine the Rebate Rate. The Net Spend shall be the Annual Spend less Cash Transactions less Large Ticket Transactions less Negotiated Interchange Transactions. "Cash Transactions" means transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc. "Large Ticket Transactions" means transactions that qualify for reduced interchange rates. "Negotiated Interchange Transactions" means transactions from merchants that have negotiated reduced interchange rates and transactions that carry network payment gateway transactions. At the end of each rebate period, the Net Spend Rebate\* shall be the Net Spend for the rebate period, multiplied by the Rebate Rate described below and reduced by charge-offs (which may carry over to subsequent rebate periods). "Charge-offs" means all amounts that remain unpaid by the Governmental Entity or Cardholder for a period of 180 days, including personal charges made by the Cardholder or Authorized User.

Rebate periods are measured on an annual 12-month cycle commencing the month of the Activation Date and shall continue for consecutive annual periods during the term of the Agreement. If the Agreement terminates during any such rebate period for any reason, other than a termination by Bank pursuant to Section 9(c), the Governmental Entity shall receive a rebate based on such rebate period's to-date spend. Rebate payments shall be paid to the Governmental Entity by ACH within sixty (60) days after the end of each rebate period, or, if applicable, after the effective date of termination of the Agreement.

Purchasing Card Annual Spend \$	REBATE RATE		
	Monthly Bill 18 day Payment	2x Monthly Bill 10 day Payment	Weekly Bill 5 day Payment
<\$1MM	0.00%	0.00%	0.00%
\$1MM to \$3MM	1.10%	1.15%	1.20%
\$3MM to \$6MM	1.20%	1.25%	1.30%
\$6MM to \$9MM	1.25%	1.30%	1.35%
\$9MM to \$12MM	1.30%	1.35%	1.40%
> \$12MM	1.30%	1.35%	1.40%

LTI Rate	0.50%	0.50%	0.50%
Negotiated Rate	0.00%	0.00%	0.00%

\* Net Spend Rebate = [Net Spend x Rebate Rate] – [Charge-offs]  
 Net Spend = [Annual Spend] - [Cash Transactions] – [Large Ticket Transactions] – [Negotiated Interchange Transactions]  
 Annual Spend = [Purchases] + [Cash Transactions] – [Credits] – [Fees]

**Large Ticket Rebate Program**

At the end of each rebate period, the Governmental Entity shall receive a revenue share of its Large Ticket Transactions based upon the following calculation. The Large Ticket Rebate shall be the total of the Large Ticket Transactions for the rebate period multiplied by 0.50%. The rebate periods are measured on an annual 12-month cycle commencing the month of the Activation Date and shall continue for consecutive annual periods during the term of the Agreement. Rebate payments shall be aggregated with the Net-Spend Rebate Program and paid to the Governmental Entity by ACH within sixty (60) days after the end of the rebate period.

**Rebate Payments Authorization**

The Bank will initiate the rebate to the Governmental Entity by ACH credit entry to the depository account noted below within sixty (60) days following the established rebate payment time. Governmental Entity also authorizes Bank to initiate ACH debits to the Governmental Entity's depository account as necessary to correct errors in Rebate payments.

This Authorization will remain in effect until the Governmental Entity notifies Bank in writing (in accordance with the notice provisions of the Agreement) to revoke this Authorization and the Bank has a reasonable time to implement the revocation.

The Bank is authorized to terminate the Authorization at any time by written notice mailed to Governmental Entity's last known address.

The Bank is authorized to send the Commercial Card Rebate ACH payment to Depository Bank Name \_\_\_\_\_ Transit and Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_ in the name of \_\_\_\_\_ ("Governmental Entity Depository Account").

This Authorization is subject to the terms and conditions of this Agreement, any other account agreements, and applicable State and Federal law and regulations in effect from time to time. The Governmental Entity also agrees to be bound by the NACHA Operating Rules.

***[Remainder of Page Intentionally Left Blank]***



## Governmental Entity Commercial Card Agreement

### TERMS AND CONDITIONS

This Governmental Entity Commercial Card Agreement ("**Agreement**"), effective as of the date set forth above (the "**Effective Date**") between SunTrust Bank (the "**Bank**") and the above-named **Governmental Entity** is governed by the following Terms and Conditions:

#### Recitals

A. The Governmental Entity has applied to the Bank for commercial card account services and associated technology solutions (the "**Program**") to be established in the name of the Governmental Entity.

B. The Bank agrees to provide the Program to the Governmental Entity under the terms and conditions stated herein.

#### Terms and Conditions

##### 1. Definitions.

(a) "**Activation Date**" means the first date upon which a Card is used by an Authorized User.

(b) "**Affiliate**" means any legal entity which controls, is controlled by, or is under common control with the Bank. For purposes of this definition, "control" means direct or indirect ownership of more than 50% of the voting, economic or equity interest in an entity.

(c) "**Authorized User**" means a Cardholder or any person whom the Governmental Entity or any Cardholder authorizes to use a Card.

(d) "**Card**" or "**Cards**" means any physical card and/or Card Account issued by the Bank to the Governmental Entity for its Cardholders pursuant to this Agreement. A physical card may contain a magnetic stripe and/or embedded chip technology. A card with embedded chip technology is referred to herein as a "Chip Technology Card".

(e) "**Card Account**" means the account number established for each Card under the Governmental Entity Account for posting Card transactions and other account activities.

(f) "**Card Credit Limit**" means the amount of Charges and Fees to which a Card Account can be limited by the Bank.

(g) "**Cardholder**" means the individual in whose name a Card Account is issued or who is designated by the Governmental Entity as being expressly authorized to use such Card Account on behalf of the Governmental Entity. The Governmental Entity acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial card services or features including the Network Liability Waiver or any travel insurance program that may be offered by the Bank.

(h) "**Cardholder Agreement**" means the agreement between the Bank and a Cardholder governing the use of a Card, as the same may be amended by the Bank from time to time.

(i) "**Cash Advances**" means use of a Card Account to obtain cash or its equivalent (including money orders, traveler's checks or similar cash-like transactions).

(j) "**Charge**" means a purchase or Cash Advance charged to a Card Account.

(k) "**Confidential Information**" means all non-public information regarding the parties and Personally Identifiable Information and will include all Trade Secrets and Confidential Business Information of each Party and any third party information that the Bank or Governmental Entity is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information of any such third party, including Suppliers. As used herein, "**Trade**

**Secrets**" means, without limitation and without regard to form, technical or non-technical data, formulas, patterns, compilations, programs, software programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or lists of actual or potential customers or Suppliers, business and contractual relationships, or any information similar to the foregoing which: (a) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, "**Confidential Business Information**" means any valuable, non-public business information, other than Trade Secrets, that is reasonably identified as confidential at the time of the disclosure. All software the Bank provides to Governmental Entity, whether owned by the Bank or any third party provider, will be considered "Confidential Information" pursuant to this Agreement. "Confidential Information" does not include information that (i) is or becomes generally known to the public not as a result of a disclosure by either party, (ii) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (iii) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (iv) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information, (v) is disclosed with the prior written approval of the disclosing party, or (vi) is required to be made public pursuant to an applicable open records or open meetings act which requires that such information be available to the public; provided, however, that any disclosure made pursuant to this item (vi) be made strictly in accordance with, and only to the extent required to comply with, such act.

(l) "**Fees**" mean the fees described in the above Fee Schedule.

(m) "**Governmental Entity**" means the governmental entity designated on page 1 of this Agreement.

(n) "**Governmental Entity Account**" means the credit liability account to be established by the Bank in the name of the Governmental Entity. The Governmental Entity Account includes one or more Card Accounts each with a specified account number.

(o) "**Governmental Entity Credit Line**" means the aggregate maximum amount to which the Bank can collectively limit Charges and Fees on all Card Accounts.

(p) "**Network**" means the applicable Card network (MasterCard or Visa) as identified above, that operates the payment system through which Card transactions are processed at the point of sale or use.

(q) "**Personally Identifiable Information**" means Cardholder information obtained by the Bank by virtue of the Bank's provision of the services requested by the Governmental Entity under this Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, account information and other information which may be used to identify a specific individual.

(r) "**Program Administrator**" means the person(s) the Governmental Entity designates above in connection with the day-to-day operation and administration of the Program as described in Section 4(b).

(s) "**Supplier**" or "**Merchant**" means the individual or entity from whom an Authorized User procures goods and/or services utilizing a Card Account as payment.

(t) **"Unauthorized Use"** means the use of a Card by a person other than an Authorized User who does not have actual, implied, or apparent authority for such use, and from which the Governmental Entity, Cardholder and/or an Authorized User received no benefit, directly or indirectly.

## 2. Card Accounts and Credit Limits.

(a) **Issuance of Cards.** The Bank will issue Card Accounts to the Governmental Entity and Cardholders and establish the Program in accordance with this Agreement, and the Bank will manage the operation, content and features of each Card Account pursuant to the rules established by the applicable Network.

(b) **Lending to Governmental Entity; Credit Line/Credit Card Limits and Modification of Limits.** The Bank will lend money to the Governmental Entity via Charges and applicable Fees incurred by a Card Account. The Bank has the right to limit all Charges and Fees owed by Governmental Entity to the Governmental Entity Credit Line and by a Cardholder to such Cardholder's Card Credit Limit. If the Governmental Entity Credit Line or a Card Credit Limit is exceeded, certain Fees may apply. **The Bank may modify the Governmental Entity Credit Line or a Card Credit Limit at any time in its sole discretion. The Bank shall use reasonable efforts to notify the Governmental Entity of any such modification.**

## 3. Charges and Fees.

(a) **Use of Cards.** Authorized Users may use the Cards and incur Charges for business purposes only to (i) purchase goods or services; and (ii) if permitted, receive Cash Advances. Any use by an Authorized User of a Card, whether or not the Card was presented in person or used when the card is not present (such as Internet, mail or telephone order purchases) and whether or not the Cardholder's signature was obtained, may result in a Charge to a Card Account. For Cash Advances, the Bank adds an additional Fee. A Cash Advance may also include a surcharge imposed by the Merchant or ATM operator.

(b) **Foreign Exchange.** The Bank and the Network convert any Charge made in a foreign currency into U.S. dollars using the conversion rate in effect on the day the transaction is posted to a Card Account. The Network conversion charge and the Bank's current conversion charge (the "Foreign Exchange Fee") are added to the transaction amount. The currency conversion rate may not be the same as existed on the day the Authorized User actually initiated the transaction. Please note that, if a credit is subsequently given for the transaction, the currency conversion rate at the time the credit is issued shall be applied. Therefore, the credit currency conversion rate may differ from the rate applied to the original charge, and as a result, the amount of the credit may be different from the amount that was originally charged for the transaction. The amount of the transaction after conversion (including Foreign Exchange Fee) is shown on the statement.

(c) **Late Payment Fees.** If the amount due in the periodic statement is not paid in full on or before the stated payment due date, the unpaid portion of the outstanding balance will be shown in subsequent periodic statements as a "past due amount." If the past due amount is greater than Twenty-Five dollars (\$25.00), the Bank may assess a fixed dollar amount or percentage of the past due amount as described in the Fee Schedule ("Late Payment Fee"). The Bank may assess the Late Payment Fee in each subsequent periodic statement until the past due amount is paid in full.

## 4. Governmental Entity Responsibilities.

(a) **Use of Cards for Business Purposes only in Accordance with Agreement.** By signing this Agreement, the Governmental Entity is bound by all of the terms and conditions and any subsequent amendments. The Governmental Entity agrees (and agrees to notify its Cardholders) that the Card may be used for business purposes only and will not be used for personal, family or household purposes, or for any transaction illegal under state or federal law, or under applicable Network rules. The Governmental Entity is responsible for any use of a Card by an Authorized User, including any illegal or other prohibited

use. The Governmental Entity shall establish and monitor internal procedures and guidelines for use of the Cards. The Bank will have no obligation to inquire or verify whether use of a Card by an Authorized User complies with such procedures or guidelines.

(b) **Appointment and Duties of Program Administrators.** The Governmental Entity authorizes its designated Program Administrator(s) to complete documentation and otherwise act on behalf of the Governmental Entity in connection with the day-to-day operation and administration of the Governmental Entity Account. The Bank may deal with any person who reasonably identifies himself/herself as a Program Administrator in all matters relating to the operation and administration of the Governmental Entity Account and is entitled to rely on any communication signed by a Program Administrator and on any instructions, authorization or information received from a Program Administrator. The Bank is not responsible for any Program Administrator that exceeds the limits of their authority. The Governmental Entity may change the person(s) designated as a Program Administrator by written notice to the Bank and any such change will be effective upon receipt by the Bank of such notice, after the Bank has a reasonable opportunity to act.

(c) **Unencrypted Email.** The Governmental Entity recognizes that unencrypted email is inherently insecure and that such communications and transfers occur openly and can be monitored, intercepted, rerouted, copied and read by others. If the Governmental Entity chooses to communicate with the Bank using unencrypted email, the Governmental Entity assumes the entire risk for such use.

(d) **Cardholder Identification Information.** The Governmental Entity will provide to the Bank the identification information regarding each Cardholder as described in Section VII above and update this information from time to time during the term of this Agreement. The Governmental Entity is responsible for notifying each Cardholder that such identification information is being provided to the Bank for the purpose of establishing a Card Account.

5. **Card Issuance to Cardholders.** The Governmental Entity will send a request for a Card to be issued to a Cardholder with the Cardholder identification information and Card Credit Limit (subject to the Bank's approval) for each designated Cardholder. Upon the Bank's approval, a Card will be issued and delivered together with a copy of the Bank's then current Cardholder Agreement. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

## 6. Governmental Entity and Cardholder Liability; Payment Procedure.

(a) **Governmental Entity Liability for All Charges and Fees.** Subject to Section 7, the Governmental Entity will be liable for all Charges and Fees incurred by use of a Card even if (i) a Card Credit Line is exceeded, or (ii) the aggregate of all outstanding Charges and Fees exceeds the Governmental Entity Credit Line, or (iii) an Authorized User or Cardholder exceeds his or her authority. The Bank will send the Governmental Entity and each Cardholder periodic statements in a manner agreed upon by the parties detailing the Charges and Fees which must be paid in full by the Governmental Entity on or before the payment due date stated in the periodic statement.

(b) **Payments.** All payments will be made in U.S. dollars which are drawn on a U.S. financial institution. Payments will be made by mail at the address shown on the periodic statements or by electronic means agreed upon by the parties. Card Accounts will be credited as of the date a payment is received. If the Bank receives a payment in an amount less than the outstanding balance shown on the periodic statement, the Bank may apply such partial payments to the balance as the Bank elects.

7. **Liability for Unauthorized Use.** The Governmental Entity agrees to promptly notify the Bank of any lost or stolen Card, Unauthorized Use of a Card, and/or termination of the employment of any Cardholder (call toll free at 1-800-836-8562). The Governmental Entity is liable for all extensions of credit obtained through the use of the Governmental Entity Account; provided, however, that so long as the Governmental Entity follows the procedures set forth in Section 15, and subject to Network rules relating to disputes and chargebacks, the Governmental Entity may not be liable for Unauthorized Use of any Card unless the Unauthorized Use occurs as a result of the Governmental Entity's lack of reasonable security precautions and controls regarding the Cards or the Unauthorized Use results in a benefit, directly or indirectly, to the Governmental Entity. Written notification can be sent to SunTrust Bank at P.O. Box 598202, Orlando, Florida 32859-8202.

8. **Network Corporate Waiver Protection Program.** The Governmental Entity may be eligible for reimbursement for employee fraud under a Network Corporate Waiver Protection Program ("Network Waiver Program"). The type and amount of Charges which qualify for reimbursement will be determined by the applicable Network and the Network may change the terms of the Network Waiver Program at any time. The Bank will provide a copy of the terms and conditions associated with such Network Waiver Program upon request.

9. **Termination.**

(a) **Initial Term of Agreement.** The initial term of this Agreement will be for the period stated in Section I above. Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms.

(b) **Termination of Agreement by Either Party.** Notwithstanding Section 9(a), a party may terminate this Agreement:

(i) at any time by providing the other party no less than sixty (60) days prior written notice; or

(ii) if the other party fails to make any payment required under this Agreement when due and such failure continues for thirty (30) days thereafter; or

(iii) if the other party fails to perform any material term or condition of this Agreement and such failure is not cured within thirty (30) days following receipt of written notice thereof; or

(iv) if the other party experiences a liquidation, dissolution, insolvency or the filing of bankruptcy proceedings against it.

(c) **Termination of Agreement by Bank.** The Bank may terminate this Agreement, or any product or service, effective immediately if:

(i) the Governmental Entity supplies any credit information that is false or misleading; or

(ii) garnishment or attachment proceedings are initiated against the Governmental Entity or its property; or

(iii) the Governmental Entity defaults on any other credit facility or obligation it has with the Bank or any of Bank's present or future Affiliates or any of their successors or assigns; or

(iv) the Bank, using its reasonable and customary credit underwriting criteria, determines that the Governmental Entity's financial position has deteriorated to the extent that the Governmental Entity has become an unacceptable credit risk.

(d) **Obligations upon Termination of Agreement.** Upon termination of this Agreement:

(i) all outstanding Cards will be cancelled and all rights or benefits of the Governmental Entity or any Cardholder with respect to the Cards will be terminated;

(ii) the Governmental Entity will immediately be liable for the aggregate of all Charges and Fees properly due hereunder (regardless of when posted to the Governmental Entity Account or any Card Account), accrued Fees, and interest accrued or to accrue. All such sums will be promptly due and payable by the Governmental Entity;

(iii) the Bank has the right to set-off any of the Governmental Entity's accounts with the Bank or any of the Bank's present or future Affiliates or any of their successors or assigns in order to pay sums due under this Agreement; and

(iv) the Governmental Entity will pay any and all costs, expenses, and reasonable attorneys' fees incurred by Bank for the collection of sums due and owing under this Agreement.

10. **Cards and Cancellation of Cards.**

(a) **Ownership of Cards.** All Cards remain at all times the property of the Bank, cannot be transferred and will be destroyed or surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card without prior notice, if, in the Bank's reasonable opinion, such cancellation or suspension is necessary to (i) prevent fraud or unauthorized use of a Card, (ii) comply with the Bank's credit risk policies, or (iii) comply with applicable Network rules.

(b) **Notification to Terminate Cardholder/Authorized User Usage Rights.** In the event a Cardholder's or Authorized User's employment or other relationship with the Governmental Entity is terminated, the Governmental Entity will promptly notify the Bank and request cancellation of such Cardholder's or Authorized User's Card. Until the Governmental Entity's cancellation notice is received by the Bank and the Bank has had a reasonable opportunity to act, the Governmental Entity will be liable for all Charges (including non-business Charges) and Fees to the Card Account made after such Cardholder's or Authorized User's termination.

(c) **Governmental Entity Cancellation of Cards and Continued Liability for Charges and Fees.** The Governmental Entity may direct the Bank to cancel any Card at any time for any reason. The Governmental Entity will be liable for all Charges and Fees incurred to such Card Account made prior to the time the Bank receives such direction and has had a reasonable opportunity to act.

(d) **Liability for Pre-authorized Payments.** The Governmental Entity will be liable for any pre-authorized payments charged to a Card Account, even after the Card is cancelled, unless such charges are reversed subject to the Governmental Entity's chargeback rights.

11. **Issuance of PINs/Liability.**

(a) **Cardholder PINs for Chip Technology Cards.** For Chip Technology Cards, the Bank will require that each Cardholder establish a personal identification number (PIN) enabling the Cardholder to use the Card at terminals enabled to use the chip card technology standard for Card and Cardholder identity authentication.

(b) **Cardholder PINs for ATM Usage.** At the Governmental Entity's Request as indicated in Section VI above, the Bank may enable a Cardholder to use the Card at accessible ATMs to obtain Cash Advances. Cash Advance access is an optional Program configuration. The issuance of a PIN for a Chip Technology Card, as described in subsection (a) above, does not by itself enable the Cardholder to obtain Cash Advances. However, if the card is a Chip Technology Card and the Governmental Entity has selected the Cash Advance option, the same PIN issued for the Chip Technology Card will be used for both chip card technology transactions and Cash Advance access. If a Chip Technology Card has not been issued to a Cardholder and the Governmental Entity selects the Cash Advance option, the Bank may issue the Cardholder a PIN to be used solely for Cash Advance access. Transaction records issued by an ATM are solely for the Governmental Entity's convenience, and in the event of any dispute as to the accuracy of such records, the Bank's internal records will be conclusive.

(c) **Liability for Unauthorized Use of a PIN.** The Governmental Entity will instruct each Cardholder that: (1) any PIN should be kept secure at all times, (2) the Cardholder should not disclose the PIN to any other person, and (3) the PIN and Card should be store separately. The Governmental Entity will also instruct each Cardholder that, in the event the Cardholder suspects the confidentiality of the PIN may have been compromised in any way, the Cardholder should immediately change the PIN by calling Client Services **toll-free at 1-**

800-836-8562. The Governmental Entity will be liable for all charges incurred through the Unauthorized Use of a PIN in the event such Unauthorized Use is the result of the failure of the Governmental Entity or a Cardholder to (i) maintain the security or confidentiality of the PIN, or (ii) keep the PIN and the Card separate.

**12. Representations and Warranties.** The Governmental Entity and the Bank each represent and warrant that:

(a) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, and

(b) its execution of this Agreement will not violate any other agreement between it and any third party.

Either party's failure to fulfill the above representations and warranties will be deemed a material breach and the non-breaching party will, upon written notice, have the right to immediately terminate this Agreement.

**13. Limitation of Liability.**

(a) **Limitation of Liability.** To the maximum extent provided by law neither party will be liable to the other for any special, punitive, exemplary, indirect or consequential damages, including but not limited to, lost profits and lost revenues, without regard to the form of the claim or action or whether the claim is in contract, tort or otherwise, and even if the defending party knew or should have known such losses or damages were possible or likely. Notwithstanding anything to the contrary in this Agreement, in no event shall the Bank be liable to the Governmental Entity for losses or damages of any kind whatsoever incurred in relation to the Agreement including by way of breach or indemnity, in an amount greater than one-half of one percent (0.5%) of the annual Net Spend as calculated above; provided, however, that losses or damages caused by the Bank's gross negligence or willful misconduct shall not be subject to this limitation amount.

(b) **No Guaranty of Uninterrupted/Error-Free Program.** The Bank always attempts to ensure that Cards will be operational. However, the Bank cannot warrant that the Program will be uninterrupted or error-free, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the applicable Network commercial card system including Merchant set-up features, and other systems or circumstances outside of the Bank's reasonable control. The Governmental Entity therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in Section 13(a).

(c) **Disclaimer of Bank Liability for Defective/Poor-Quality Merchandise or Services Acquired via Card.** The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card Account. Any claim or dispute between the Governmental Entity and a Merchant or Supplier, including with respect to the Merchant's or Supplier's right to compensation, will be the object of a direct settlement among the Governmental Entity and the Merchant or Supplier and any such dispute will not affect the Governmental Entity's obligation to pay all Charges in full to the Bank in accordance with the terms of this Agreement.

(d) **Disclaimer of Bank Liability for Third-Party Actions/Omissions.** The Governmental Entity also acknowledges that some aspects of the Program, benefits or enhancements may be supplied by third-parties who are not Affiliates of the Bank, and the Bank is not responsible or liable for anything in connection with those products or services provided by such third-parties.

(e) **Governmental Entity Obligation.** To the extent allowed by law, and subject to any defense of sovereign immunity the Governmental Entity may be legally entitled to avail itself, the Governmental Entity shall reimburse the Bank for any and all damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses, including, without limitation, reasonable attorneys' fees and expenses, (collectively "Claims") imposed in any manner upon or accruing against the Bank that arise out of or relate to any and all:

(i) Governmental Entity's or any Cardholder's/Authorized User's/Program Administrator's breach of this Agreement, including, but not limited to confidentiality and information security breaches and breaches of representations and warranties;

(ii) Governmental Entity's or any Cardholder's/Authorized User's/Program Administrator's negligence, willful misconduct or fraud;

(iii) payments, compensation, damages, or other amounts, however characterized or determined, to a third party (including, without limitation, SunTrust's providers whose products or services are utilized for Program delivery, suppliers from whom Governmental Entity, Cardholders or Authorized Users purchase products/services pursuant to the Program, or governmental and other regulatory authorities), which the Bank has reimbursed or may be obligated to pay as a result of any of the foregoing matters described in subsections (i) and (ii) above;

(iv) disputes between (A) the Governmental Entity and any Cardholder/Authorized User; (B) the Governmental Entity (including its Authorized Users, employees, agents and representatives) and any Supplier or Merchant; and

(v) actions or inactions that the Bank takes or omits based upon the direction or instructions of the Governmental Entity, any Cardholder, any Program Administrator or any Authorized User.

**14. Unassigned Cards.** Upon the Governmental Entity's request, the Bank, in its sole discretion, may issue one or more "Unassigned Cards." "Unassigned Cards" are Cards issued in the name of the Governmental Entity only without designating a specific Cardholder as authorized to use the Card. **By requesting an Unassigned Card, the Governmental Entity acknowledges that the Bank has strongly advised against the use of Unassigned Cards under any circumstances and the Governmental Entity confirms its understanding of the associated risks and acceptance of liability as described in this Section 14.** Any person using the Card from time to time will be the "Cardholder" of the Card. The Bank is not liable for any refusal to honor the Unassigned Card by any other bank or any seller or lessor of goods or services based upon the absence of the Cardholder's name and signature/ID of an individual Cardholder. The Bank will provide Card Account statements for each Unassigned Card to the Governmental Entity. Notwithstanding anything stated herein to the contrary, the Governmental Entity hereby acknowledges that there is increased risk involved in using Unassigned Cards and agrees to assume full liability for all Charges and Fees made with an Unassigned Card, whether or not the Charges were authorized or unauthorized by the Governmental Entity or any Cardholder, and whether or not any Charge was accomplished through use of a PIN or otherwise.

**15. Periodic Statements and Chargebacks.**

(a) **Periodic Statements.** The Bank will send the Governmental Entity and each Cardholder periodic statements detailing the Charges and Fees to the Card Accounts. If the Governmental Entity (or Cardholder) does not notify the Bank of a dispute with regard to any Charge or Fee within sixty (60) days after such Charge or Fee appears on the periodic statement, the Governmental Entity agrees that the periodic statement will be deemed conclusively to be correct.

(b) **Chargebacks.** Under certain circumstances, the Governmental Entity may have the right to reverse a disputed transaction via the Network's chargeback procedure. The Governmental Entity acknowledges that, in order to initiate a chargeback, it must comply with the Network's rules and procedures, including providing the Bank with written notice of its intent to initiate a chargeback within sixty (60) days of the date the disputed transaction appears on the Governmental Entity's periodic statement. Such written notice shall contain a statement specifically describing the transaction and giving a valid reason for the chargeback. If a valid reason is provided, the Bank will attempt to charge the transaction back to the Merchant in accordance with the Network rules and any chargeback accepted by the Network will be credited to the Governmental Entity's next periodic statement. All communications regarding disputed charges must be sent to the designated address indicated on the periodic statement.

(c) **Bank Decline of Payments Marked "Payment in Full."** The Bank will not accept checks, money orders, or any other items for payment marked "payment in full" (or other similar language) if such payment is less than the full amount due.

16. **Amendment.** Except as otherwise provided by the terms, provisions and conditions of this Agreement and/or any Schedules, Exhibits or Addendums thereto, the terms and conditions of this Agreement and the Governmental Entity's right to use the Card may be altered or amended by the Bank upon written notice to the Governmental Entity not less than thirty (30) days prior to the effective date of the amendment. Use of the Card after the effective date stated in the notice of amendment constitutes acceptance of the alteration or amendment. Notwithstanding the foregoing, the Bank may alter or amend the Cardholder Agreement at any time if, in the Bank's reasonable opinion, such alteration or amendment is required by applicable law or the Network Rules. The Bank shall endeavor to provide the Governmental Entity at least thirty (30) days prior written notice of any such alteration or amendment of the Cardholder Agreement, unless a shorter time is required by applicable law or the Network Rules. Use of a Card after the effective date of the amendment constitutes acceptance of such alteration or amendment of the Cardholder Agreement.

17. **Assignment/Telephone Monitoring/Credit Information.**

(a) **Assignments.** The Bank may assign all rights under this Agreement to another bank, company, or an Affiliate of the Bank without prior notice. The Governmental Entity may not assign or transfer this Agreement or any Card without the Bank's prior written consent. The merger or consolidation of the Governmental Entity will be deemed to be an assignment of this Agreement. The Bank has the right to immediately terminate the Agreement if it is transferred or assigned without the Bank's prior written consent.

(b) **Telephone Call Monitoring.** The Bank has the right to monitor telephone calls for the purpose of measuring its performance under this Agreement. Such monitoring will be conducted by the Bank's employees or agents in accordance with law and all information will remain confidential.

(c) **Credit Inquiries.** The Bank is authorized to make whatever credit inquiries regarding the Governmental Entity it deems appropriate and to share information regarding the Governmental Entity Account with the Bank's Affiliates.

18. **Periodic Review/Financial Information.** The Governmental Entity understands and acknowledges that the Bank has entered into this Agreement on the basis of the Governmental Entity's financial condition on the Effective Date. From time to time upon the Bank's reasonable request, the Governmental Entity agrees to submit to the Bank updated financial information. If the Governmental Entity fails or refuses to produce financial information within ten (10) business days after the Bank's request, the Bank may immediately terminate this Agreement.

19. **Confidentiality/Privacy.**

(a) **Definitions.** For purposes of this Section 19:

(i) a "Disclosing Party" shall be the party to this Agreement who owns the Confidential Information, and whose rights are being protected pursuant to this Section 19; and

(ii) the "Receiving Party" shall be the party to this Agreement with whom the Disclosing Party's Confidential Information is being shared.

(b) **Restrictions.** The parties understand and agree that they may be provided or otherwise may obtain the Confidential Information of the other party or third parties of such party, such as, for instance, Suppliers of the Governmental Entity or third-party providers of the Bank. The parties agree, unless otherwise stated herein, that

(i) they will keep all Confidential Information in strict confidence, using such degree of care as appropriate to avoid unauthorized use or disclosure;

(ii) they will not, directly or indirectly, disclose any Confidential Information to any third party other than permitted parties (such as third-party providers of the Bank), except with the other party's prior written consent; and

(iii) upon written request, upon the termination of this Agreement or at any time either party may request, the Receiving Party will deliver to the Disclosing Party, or, at the Disclosing Party's option, will destroy all Confidential Information that the Receiving Party possesses or has under its control; provided, however, the Bank has the right to retain a reasonable number of copies of Confidential Information as may be required by applicable law.

(c) **Permitted Disclosures and Use of Confidential Information.** Notwithstanding anything stated herein to the contrary, the parties are permitted to use and/or disclose the Confidential Information as follows:

(i) the parties may disclose to their personnel, state and federal regulators, and agents (such as third-party providers of the Bank) having a need to know such Confidential Information in connection with the implementation and operation of the Program in accordance with this Agreement. The parties will instruct all their respective personnel and agents as to their obligations to be bound by the terms and conditions of this Agreement prior to their being given access to the Confidential Information.

(ii) the Receiving Party may disclose the Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over the Receiving Party (provided, however, if permitted by applicable law, the Receiving Party will, to the extent permitted, notify the Disclosing Party in writing in advance of such disclosure so that the Disclosing Party may take appropriate action to protect the Confidential Information) or on a confidential basis to the Receiving Party's legal, financial, or security advisors.

(iii) the Bank (and its third party providers/agents) may use and disclose Personally Identifiable Information as follows, provided that at all times the Bank complies with all applicable laws and regulations: (aa) to process Card transactions and receive, store and transmit associated data, including Confidential Information, as necessary to provide services pursuant to this Agreement; (bb) to communicate with the Governmental Entity and Affiliates regarding issues relating to the Program; (cc) for internal business planning purposes; and (dd) to obtain services from third parties, provided that such third parties are bound by obligations prohibiting non-permitted use and disclosure of such Personally Identifiable Information. Notwithstanding the above, the Bank will not use or sell Personally Identifiable Information for the purpose of soliciting Cardholders for services not related to this Agreement; provided, however, the Bank may solicit any Cardholder whose name is obtained through a source other than the Governmental Entity.

(iv) the Governmental Entity grants the Bank the right and license to use the Governmental Entity's name, trademarks, service marks, copyrights and logos and other textual information solely in connection with the provision of Program services.

(v) all data and information that relates to Card usage or any services provided pursuant to this Agreement, other than the Governmental Entity's Confidential Information and the Governmental Entity's trademarks or service marks, shall be the property of the Bank and/or its licensors. Nothing herein shall prohibit the Bank from disclosing or using data or information in its aggregate form, so long as Personally Identifiable Information is not disclosed in the process.

(d) **Remedies.** The parties acknowledge that the unauthorized disclosure of Confidential Information may cause irreparable injury and damages, which damages may be difficult to ascertain. Therefore, upon a disclosure or threatened disclosure of any Confidential Information, the Disclosing Party will be entitled to injunctive relief

(without being required to post bond), including, but not limited to, a preliminary injunction and the Receiving Party will not object to the entry of an injunction or other equitable relief against it on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, each party will advise the other party promptly in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the parties, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the parties at law or equity.

## 20. Technology Solutions.

(a) **General.** From time to time, the Bank may offer various technology solutions, features, and services associated with the Program to the Company (each a "Technology Solution"). The method by which the Company elects to use any such Technology Solution shall be determined by the Bank. The Bank will have sole discretion over the operation, content and features of such Technology Solutions, and may from time to time modify or terminate any aspect of the Technology Solutions, including but not limited to enhancing, adding to, and/or removing functionality of any Technology Solution. The Company agrees to use any Technology Solution it elects solely in accordance with any user manuals, reference guides, training materials, or other materials provided by the Bank which describe the features, functionality, and/or requirements of the Technology Solution (the "Technology Solution Materials"). If the Company elects to use any Technology Solution, the Bank shall provide the Company with a license (if applicable) to access the Technology Solution, and the Company acknowledges that, as between the Company and the Bank, the Bank and its third party licensors (if any) retain all right, title and interest in the Technology Solution.

(b) **Security Requirements.** If passwords are required to access a Technology Solution, the Bank will provide passwords to those individuals designated by the Company as users ("Users") of the Technology Solution. The Company and the Users are solely responsible for their use of the Technology Solution and for maintaining the confidentiality of passwords, account numbers and other information relating to the use of the Technology Solution. The Company or a User will immediately notify the Bank in the event a password or account number has been compromised. The Company has sole responsibility for any transactions that occur prior to the Bank's receipt of such notice and thereafter for the period of time it takes the Bank to reasonably act upon the notice. Passwords may be changed by the Bank upon the Company's or User's request or as otherwise described in the relevant Technology Solution Materials. The Company agrees that the Bank may give the new password to anyone the Bank believes in good faith is the Company's User. The Company agrees that these security procedures are commercially reasonable.

(c) **Implementation.** A Technology Solution shall be implemented using the Company's Requirements as communicated to the Bank, according to the Bank's records. "Company's Requirements" include, but are not limited to, the Company's specific approval processes, purchasing rules, spending limits, approval routing requirements, and other specifications, options or features relating to the specific Technology Solution used by the Company.

(d) **Disclaimer.** To the maximum extent permitted by law, the Bank disclaims all representations and warranties of any kind, whether express or implied, with respect to any Technology Solution, any equipment or software that the Company uses in connection with a Technology Solution or related functionality and any Technology Solution Materials, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement..

21. **Enforcement of Rights and Governing Law.** This Agreement is binding upon the assigns and successors of the Governmental Entity. Except to the extent federal law is applicable, the interpretation, effect, and validity of this Agreement will be governed by the laws of the State in which the Governmental Entity is located. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement will remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance will not be a waiver in other instances.
22. **Survival.** Any provision of this Agreement which may reasonably be interpreted or construed as surviving the termination of this Agreement shall survive such termination and be enforceable thereafter unless barred by an applicable statute of limitations.
23. **Miscellaneous.** The non-performance of a party will be excused for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. Each party to this Agreement is responsible for compliance with the Agreement by their respective employees and authorized agents.
24. **Jury Trial Waiver.** THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.
25. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
26. **Facsimile and Email Delivery.** A duplicate or copy of this signed Agreement delivered by facsimile or email attachment will be as effective and enforceable as an original manually signed Agreement. A digital, electronic or photo static image of this signed Agreement maintained in the Bank's record retention system will be as effective and enforceable as an original manually signed Agreement.
27. **Entire Agreement.** This Agreement and the incorporated Schedules, Addendums and Exhibits constitute the entire Agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement.
28. **Bank Secrecy Act Requirements.** In order to comply with the reporting requirements of the Bank Secrecy Act and the USA PATRIOT Act, the Bank is required to obtain, verify and record certain information that allows the Bank to reasonably identify the Governmental Entity and its employees. The failure of the Governmental Entity to supply such information shall give the Bank the right to immediately terminate this Agreement.
29. **Notices.** Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested: (a) notices of default; (b) notices intended to materially amend this Agreement, including changes to the Governmental Entity's Program Administrator(s); and (c) notices of termination of this Agreement or any part thereof. All other notices may also be delivered by electronic mail to your email address in our records and will be deemed effective when sent. Written notices can be sent to SunTrust Bank at, Mail Code 1044, 200 S. Orange Ave, Orlando, FL 32801, Attn: Commercial Card Services, and to the Governmental Entity at the address provided above.

## END OF TERMS AND CONDITIONS



Corporate Resolution and Certificate of Incumbency
(Commercial Credit Card Account)

I, \_\_\_\_\_ hereby certify that I am the \_\_\_\_\_ and custodian of the records of \_\_\_\_\_ (legal name of corporation) a corporation duly organized and existing under the laws of \_\_\_\_\_ ; that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors of said corporation at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ at which a quorum was present; and that the following resolutions are in conformity with the charter and by-laws of said corporation and have not since been rescinded or modified.

RESOLVED, that this corporation enter into a commercial credit card account ("Card Account") relationship with SunTrust Bank ("Bank"); that any one of the officers of this corporation listed below be and is hereby authorized to enter into, execute and deliver in the name of and on behalf of the corporation the agreements, documents, or other instruments deemed reasonable or necessary to establish and administer the Card Account; and that this corporation shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be amended from time to time.

RESOLVED FURTHER, that the corporation shall furnish to the Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of the rescission or modification of the same has been received by the Bank, and the Bank has had reasonable time to act on such notice, and shall furnish to the Bank the names and specimen signatures of the officer(s) named herein, and those persons from time to time holding such positions.

I hereby certify that the following are the names and specimen signatures of the officer(s) designated in the foregoing resolutions and that each presently holds the title indicated therein:

Table with 3 columns: Name, Title, Signature. Multiple rows for listing officers.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_

Signature

Print Name

Title

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8a

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEMS:** 2018-2019 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	\$12,981.46
• Professional Development Center	17,467.56
• Gateway Computing Consultants (Payroll/Finance)	71,992.69
• Human Resources Support Services	<u>4,494.06</u>
Total	\$106,935.77

**FUND SOURCE:** General Fund

**AMOUNT:** \$106,935.77

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



**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:

- 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, the superintendent or designee will evaluate the results in terms of the following criteria:
  - 1. Quality of service.
  - 2. Correspondence to district's instructional professional development.
  - 3. Benefits derived by the district.
- B. For contracted services, the Superintendent or designee will review each contract in terms of the following criteria:
  - 1. Fulfillment of obligations itemized in the contract.
  - 2. Quality of service provided, including professionalism of personnel involved.
  - 3. Cost efficiency.
  - 4. Benefits derived by the district.
- C. For professional development provided, the Superintendent or designee will review:
  - 1. The compiled evaluation of data from participating district personnel to determine efficacy and quality.
  - 2. Cost efficiency.
  - 3. Correspondence of professional development to district needs.
- D. For cooperative programs/activities involving pooling of districts' resources, the Superintendent or designee will review in terms of the following criteria:
  - 1. Amount and quality of services received by the district.
  - 2. Cost efficiency of pooling.
  - 3. Correspondence of program/activity to district needs.

**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 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 were 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 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, 2018. 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, 2018, 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, 2018.

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 **\$ 12,981.46**, payable upon completion of this resolution.

**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, 2018 and shall end on June 30, 2019.

**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 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 \$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 2017-18 year's enrollment @ 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 \$17,467.56, payable upon execution of this resolution/contract.



## 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, 2018 and shall end on June 30, 2019.

**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 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 \$20,700 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2017-18 year's enrollment @ a rate of 2.7165585. 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 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 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 Gateway Educational Computing Consultants is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Gateway staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Gateway Educational Computing Consultants 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 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 \$71,992.69, payable upon execution of this resolution/contract.

BOD date:

WCSB date:



**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, 2018 and shall end on June 30, 2019.

**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.

**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 \$1,200 plus a sum per most recent unweighted FTE 3<sup>rd</sup> calculation as per the 2017-18 year's enrollment @ a rate of .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 August 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 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 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.

**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/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 \$4,494.06, payable upon execution of this resolution/contract.

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

Date of School Board Meeting: June 26, 2018

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: \$58.00 (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: *Kealan L. Francis*

2018 JUN 11 PM 2:47  
GADSDEN COUNTY SCHOOLS  
SCHOOL BOARD

**MORE ABILITY THERAPY SERVICES, LLC**

**Agreement to Provide Occupational Therapy Services for**

**Gadsden County School Board**

This contract is effective July 1, 2018, 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: **\$58.00 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, 2018 and expire June 30, 2019.

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: 6/1/2018

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

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: Agreement between the Gadsden County Public Schools and Kavontaye Baker, PT, DPT. Physical Therapist.

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 Physical Therapy Services to Exceptional Students in Gadsden County Schools. This therapist will provide needed services in positions not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$61.00 (per hour for actual hours worked)

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 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

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: *Keala R. Francis*

2018 JUN 27 11 49 AM

## Independent Contractor

### Agreement to Provide Physical Therapy Services for Gadsden County School Board

This contract is effective July 1, 2018, by and between, Kavontaye Baker, PT, DPT, Physical Therapist 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 Physical Therapy Services in the state of Florida,

Whereas the AGENCY desires Physical 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 Physical 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 Physical 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.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following rate: **\$61.00 per hour**. This rate shall be applied to all treatment sessions 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 monthly 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.
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, 2018 and expire June 30, 2019.

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: \_\_\_\_\_

**Kavontaye Baker, PT, DPT**

BY: *Kavontaye Baker, PT, DPT* Date: 6/6/2018

Print Name, Title: **Kavontaye Baker, PT, DPT**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Yolanda Smith-Ervin, MS

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

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

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary/ George Munroe Elementary School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars  
AMOUNT: \$45.00 (per hour for actual hours worked)  
PREPARED BY: Sharon B. Thomas *SBO*  
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 3  
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: *Kealan R. Francis*

2018 JUN 11 PM 2:47

**Gadsden County School District**  
**Exceptional Student Education**  
**Contract with Independent Contractor**  
**2018-2019 Fiscal Year**

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 22nd day of May, 2018 by and between The Gadsden County School Board, a Florida corporation organized and existing under the law 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", and Yolanda Smith-Ervin, MS County of Leon, State of Florida, herein referred to as "Contractor".

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Yolanda Smith-Ervin, RMHCI: Mental Health Services.
2. Yolanda Smith-Ervin, RMHCI agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

**RESPONSIBILITY OF CONTRACTOR**

The Contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida, and that are approved by the Director of Exceptional Student Education. The Contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. The Contractor shall provide the following services: A. Counseling B. Class wide behavioral plans C. Individual behavioral modification plans D. Consultation for clinical and/or behavioral modification plans E. Clinical observations for Response to Intervention F. Target group sessions G. Data Collection and Collaboration with student Study Team H. Participation with the Multi-tiered Systems of Support /Response to Intervention/Problem-Solving teams to suggest and/or provide interventions to students I. Provide therapeutic services to Individual Students and their Families J. Utilize therapeutic techniques to address behavioral issues, PTSD, Trauma, Parenting and other issues causing a delay in mental health

**STATUS OF THE CONTRACTOR**

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

### **DESIGNATED WORK AREA**

The School Board will provide adequate space, materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

### **TIME ALLOTMENT FOR AGREED DUTIES**

The Contractor will provide services for three (3) days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the Contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, and crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services.

### **PAYMENT ARRANGMENT**

The School Board will pay Contractor for all work performed by Contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Contractor will provide to the Board a statement itemizing all services rendered and the balance owed, each time a payment is due.

Payment shall be made by the Board within (30) calendar days after statements for professional services are received. Such statements shall be presented monthly.

### **PAYMENT OF TAXES AND ASSESSMENTS**

This Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Contractor shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The Contractor agrees to maintain, at Contractor's expense, workers compensation insurance and liability insurance, as required by law, to fully protect Contractor and any individual employed by contractor in providing services under this contract.

### **CONFIDENTIALITY**

Inasmuch as the Contractor will acquire or have access to information which is highly confidential, it is expected that Contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval of the Director of Exceptional Student Education.

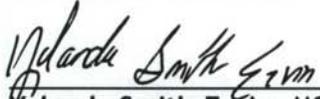
### **DURATION AND TERMINATION**

The parties hereto contemplate that this contract will run from August, 2018 to June 30, 2019. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

### **AMENDMENTS**

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

  
Yolanda Smith-Ervin, MS

5/22/18  
Date

\_\_\_\_\_  
Sharon B. Thomas, Director  
Exceptional Student Education

\_\_\_\_\_  
Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

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

ATTEST: \_\_\_\_\_  
Roger P. Milton Superintendent

\_\_\_\_\_  
Date

**Notice to Vendor/Contractor:** By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected and the basis for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

Date of School Board Meeting: JUNE 26, 2018

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary School/Havana Magnet School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars  
AMOUNT: \$45.00 (per hour for actual hours worked)  
PREPARED BY: Sharon B. Thomas *SBO*  
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 3

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: *Reale R. Francis*

2018 JUN 11 PM 2:47

**Gadsden County School District**  
**Exceptional Student Education**  
**Contract with Independent Contractor**  
**2018-2019 School Year**

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 26 day of June, 2018 by and between The Gadsden County School Board, a Florida a corporation organized and existing under the law 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, and Janice M. Gilchriest of Midway, County of Gadsden, State of Florida herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Janice M. Gilchriest: Clinical Psychological Services.
2. Janice M. Gilchriest agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

**RESPONSIBILITY OF CONTRACTOR**

The contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida. And that are approved by the Director of Exceptional Student Education. The contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. Janice M. Gilchriest shall provide the following services: Counseling B. Class wide behavioral plans C. Individual behavioral modification plans D. Consultation for clinical and/or behavioral modification plans E. Clinical observations for Response to Intervention F. Target group sessions You are paying ne only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

**STATUS OF THE CONTRACTOR**

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

### **DESIGNATED WORK AREA**

The School Board will provide adequate space and materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

### **TIME ALLOTMENT FOR AGREED DUTIES**

The Contractor will provide services for 5 days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services. For specific clinical psychology objectives refer to Attachment A

### **PAYMENT ARRANGMENT**

The School Board will pay Janice M. Gilchriest for all work performed by contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Payment shall be made by the Board within (30) calendar days after statement for professional services are received. Such statements shall be presented monthly.

### **PAYMENT OF TAXES AND ASSESMENTS**

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Janice M. Gilchriest shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect contractor and any individual employed by contractor in providing services under this contract. All other assumptions are thereupon understood to be in the care and authority of the Board.

### **CONFIDENTIALITY**

Inasmuch as the contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval for the Director of Exceptional Student Education.

**Duration and Termination**

The parties hereto contemplate that this contract will run for one (1) fiscal school year from July 1, 2018 to June 30, 2019. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

**Amendments**

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

**In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.**

\_\_\_\_\_  
**Janice M. Gilchrist**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Sharon B. Thomas, Director  
Exceptional Student Education**

\_\_\_\_\_  
**Date**

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

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

ATTEST: \_\_\_\_\_  
Roger P. Milton: Superintendent

\_\_\_\_\_  
**Date**

**Notice to Vendor/Contractor:** By acceptance of a contract/order in excess of 1 \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected on the bases for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

DATE OF SCHOOL BOARD MEETING: JUNE 26, 2018

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and Soliant Health, 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 contract will provide Speech/Language services to Exceptional Students at George W. Munroe Elementary School. This therapist will provide needed services in positions not filled by the Gadsden County School Board.**

SOURCE: **FEFP**  
AMOUNT: **\$56.00 per hour**

PREPARED BY: Sharon B. Thomas *SBO*  
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: *Keala R. Francis*

2018 JUN 11 PM 2:17

**CLIENT SERVICES AGREEMENT**

Soliant Health, Inc., a Georgia corporation (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 - \$2,000,000.  
 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 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 thirty (30) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1½%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Soliant reserves the right, at its option, to discontinue any extension of 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 within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify Soliant prior to the fourth (4<sup>th</sup>) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

### 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 Health'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,

**CLIENT SERVICES AGREEMENT**

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 Health within guidelines set forth by governing entities. In the event of work-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 Health concurrently with Client. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant Health and Soliant Health'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 be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100/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.

**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.

**CLIENT SERVICES AGREEMENT****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 Health shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant Health and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant Health 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.

**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.**

# CLIENT SERVICES AGREEMENT



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

**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)**

## SOLIANT HEALTH, INC

<p>_____ Client Representative Signature</p> <p>_____ Date</p> <p>_____ Print Name</p> <p>_____ Title</p>	<p>DocuSigned by: <i>Rachel Holliday</i></p> <p>_____ Soliant Representative Signature</p> <p>_____ Print Name</p> <p>_____ Senior Associate</p> <p>_____ Title</p> <p style="text-align: right;">5/16/2018 Date</p>
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## CLIENT REQUIRED DOCUMENTS CHECKLIST



Client: Gadsden County Schools

City, 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.

<b>Standard Credentialing Package</b>	<b>Optional Credentialing</b>
<p style="text-align: center;">As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.</p> <p><b><u>PROFESSIONAL:</u></b>                      Current CV / Resume                      Current Skills Checklist, if applicable                      References</p> <p><b><u>LICENSURE</u></b>                      Professional License, as applicable                      Professional Certification, as applicable                      License and/or Certification Verification</p> <p><b><u>EDUCATION:</u></b>                      CDC Guidelines for School Professionals                      FERPA Guidelines                      HIPAA Regulations</p> <p><b><u>BACKGROUND:</u></b>                      Criminal Background Check                      GSA Exclusion Search                      HHS/OIG Search                      Sexual Offender Search</p> <p><b><u>MEDICAL:</u></b>                      Hepatitis B Vaccination / Declination form                      MMR Declination                      Physical Examination Waiver                      10-Panel Drug Screen</p>	<p style="text-align: center;">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.</p> <div style="border: 1px solid black; height: 300px; margin-top: 10px;"></div>

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** Gadsden County Schools

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: \_\_\_\_\_

Invoice Contact: \_\_\_\_\_

Invoice Email: \_\_\_\_\_

Invoice Email CC: \_\_\_\_\_

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

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

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

Placement Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Accts Payable Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Credentialing Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SOLIANT HEALTH, INC.**

**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  
Attention: Rosina Carlos  
Email: [cashapplication@adeconna.com](mailto:cashapplication@adeconna.com)  
Telephone: 904-360-2025



**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, Inc and their Client, **Gadsden County Schools**

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**

Consultant: Alethea Karras Position: SLP  
 Assignment Start Date: 8/6/2018 Assignment End Date: 6/30/2019  
 Bill Rate per Hour: \$ 56 Minimum Hours: 37.5  
 Miscellaneous: 7.5 hours/day

**PLACEMENT CRITERIA**

Licensing: Consultant **is is not** authorized to begin providing services while professional license is in process.  
 Teaching Certification: Teaching certification **is is not** required.

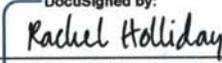
**DESIGNATED APPROVERS** District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

**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.  
 If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

_____ Client Signature	DocuSigned by:  _____ Soliant Health, Inc. Signature Rachel Holliday _____ Soliant Health, Inc. Printed Name Senior Associate _____ Soliant Health, Inc. Title
_____ Client Printed Name	_____ Soliant Health, Inc. Title

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliantis 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. 8g

Date of School Board Meeting: June 26, 2018

AGENDA ITEM: FSU MULTIDISCIPLINARY SERVICES 2018-2019 SCHOOL YEAR

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

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

The contractual agreement between FSU and Gadsden School District provides for evaluation, follow-up, and intervention services beyond what the district provides. The center agrees to evaluate referred students, provide follow-up services and interventions. The district will make the appropriate referrals, assist with transportation when necessary, and reimburse for copying when appropriate. Counseling services will be provided to students at Gadsden County High School one day a week, and additional schools as determined by the ESE Director.

FUND SOURCE: IDEA 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 3 & 5

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: \_\_\_\_\_

*Quana R. Francis*

2018 JUN 11 PM 2:47  
SCHOOL BOARD  
GADSDEN COUNTY



# FLORIDA STATE UNIVERSITY

Multidisciplinary Evaluation and Consulting Center  
2139 Maryland Circle, Suite 1200  
Tallahassee, Florida • 32303-1001  
850-644-2222 • 850-644-6591 (FAX) • <http://mdc.fsu.edu/>

## **COOPERATIVE SERVICE AGREEMENT BETWEEN THE FLORIDA STATE UNIVERSITY AND GADSDEN COUNTY SCHOOL DISTRICT**

This Agreement between the Multidisciplinary Evaluation and Consulting Center of the Florida State University and the Gadsden County School District sets forth services to be provided to the District and the responsibilities of the University and the District for the purposes of the Agreement. The Multidisciplinary Evaluation and Consulting Center of the Florida State University will hereinafter be referred to as the “MDC” and the Gadsden County School District will hereinafter be referred to as the “District.”

The District will be provided an allocation of 200 service hours to be devoted to diagnostic and consultation services. Each full evaluation will utilize 20 service hours, each partial evaluation will utilize 10 service hours, and consultation services will be calculated at actual clock hours.

The District will identify children to be referred to the MDC. Referrals should be for children served by the District from pre-school through grade 12. These children may be Exceptional Student Education students whom the District identifies as not adequately evaluated through District evaluation procedures or students in regular classrooms who are experiencing severe learning and/or behavioral problems. The referral system existing in the District will be utilized by the MDC, or the MDC's referral forms may be used. Allocated service hours not utilized in the District may be made available to other participating Districts after February 1, 2019.

The MDC will be under the direction of Anne Selvey, Ph.D. and she will have responsibility for planning and implementation of the program with the MDC professional staff.

The MDC will not use or disclose any information concerning the recipient of services under this Agreement for any purpose except with written consent of the recipient's responsible parent or guardian as authorized by law, and the MDC agrees to comply with all applicable laws and regulations concerning confidentiality of student's records.

Any MDC personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.

1. The MDC agrees to provide professional services in the following areas:
  - The MDC agrees to maintain a diagnostic clinic to provide evaluation services to identified children experiencing complex learning and/or behavioral problems and to recommend alternative teaching strategies and/or behavioral intervention techniques based on the diagnostic evaluations.
  - The MDC agrees to provide a written report of each multidisciplinary evaluation to the parent or legal guardian and to those staff members designated by the District for receipt of such reports, and to appropriate individuals or agencies requested, in writing, by the parent or legal guardian.
  - The MDC agrees to provide written and verbal recommendations for teachers and to parents.
  - The MDC agrees to provide inservice education for teachers in participating school districts, when specifically requested by the District.
  - The MDC agrees to participate in case conferences with school personnel at the student's school(s).
  
2. The District agrees to provide for Gadsden County students referred to the MDC the following:
  - The District will make school records for each referral available for perusal by MDC staff within the setting of the local school.
  - The District will provide, for each referral, copies of evaluation reports completed by District personnel or through District contacts with other agencies, at no charge to the MDC and with appropriate permission of the student's parent or legal guardian.
  - The District will provide transportation to and from the FSU campus for individual students referred to the MDC when the student's parents are unable to provide transportation.



**AGREEMENT BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY,  
FLORIDA AND THE FLORIDA STATE UNIVERSITY  
MULTIDISCIPLINARY CENTER**

This agreement by and between the School Board of Gadsden County, hereinafter referred to as the District, and the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the FSU Multidisciplinary Center, hereinafter referred to as the Center, is for the purpose of securing counseling services.

1. The term of the agreement is July 1, 2018 through June 30, 2019.
2. The rate for service is \$400 per day (8:00am-3:00pm). Rates include direct service to students, consultation with school personnel and parents as needed, participation in meetings and staffings, cost of materials and supplies, and costs of travel.
3. The District shall pay the Center bi-monthly based upon the Center's invoices accompanied by logs of services.
4. The Center shall be responsible for the following:
  - Individual and group counseling for students identified by the Gadsden County School District, in schools mutually agreed upon, for the academic year 2018-2019.
  - Consultation with teachers and other school personnel in regard to students referred for counseling.
  - A treatment summary for each student served upon completion of service.
  - Licensed/certified supervision for the counselors.
5. The District shall be responsible for the following:
  - Obtain parental permission for each student referred for counseling.
  - Provide a regular meeting location that is relatively free of outside noise and distractions.
6. The District will have access to counseling records that are directly pertinent to this agreement, as allowed by law. The parties agree to coordinate the access to counseling records in accordance with law and regulation.
7. The Center agrees to maintain all records for a period of at least three years following termination of this agreement.
8. The Center agrees that it complies with applicable provisions of the Civil Rights Act and Section 504 Requirements governing agreements of this nature.

9. Any Center personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.
10. Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in Florida Department of Natural Resources v. Garcia, 753 So.2d 72, 77-78(Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes. In the event of litigation each party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.

The parties affix their signatures below to covenant to the terms above.

  
\_\_\_\_\_  
Anne Selvey, Director  
FSU Multidisciplinary Center

4/3/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
James J. Clark, Dean  
College of Social Work

4/2/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Gadsden County Schools

\_\_\_\_\_  
Date

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: COOPERATIVE AGREEMENT FOR INTER-COUNTY TRANSFER OF EXCEPTIONAL STUDENTS BETWEEN LEON COUNTY SCHOOL BOARD 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 is an Annual Review of Contractual Agreement for Inter-County Transfer of Exceptional Students by the School Board of Leon County and the School Board of Gadsden County. The School Board of Leon County provides and operates special programs for properly identified special education students from Gadsden County. The special program contract is for Hearing Impaired, and other students specifically identified by individual contract. Students are placed at the following school sites: W.T. Moore Elementary School, Swift Creek Middle School, Lincoln High School, and Gretchen Everhart Special Day School.

FUND SOURCE: STATE FTE FUNDS

AMOUNT: (determined by formula)

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 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

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: Keala R. Francis

2018 JUN 11 PM 2:47

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BOARD CHAIR  
Alva Swafford Striplin



BOARD MEMBERS  
Georgia "Joy" Bowen

BOARD VICE CHAIR  
Maggie Lewis-Butler

DeeDee Rasmussen  
Rosanne Wood

SUPERINTENDENT  
Rocky Hanna

**CONTRACTUAL AGREEMENT  
FOR INTER-COUNTY  
TRANSFER OF EXCEPTIONAL STUDENTS**

This agreement entered into the **thirteenth day of August, 2018**, by the School Board of Leon County and the Board of **Gadsden County** is for the purpose of defining the responsibilities of each as it relates to exceptional students who reside in one county and attend schools in the other, and delineating the conditions under which the contract shall be executed.

- I. The Board of Leon County agrees to make available exceptional student education services in certain exceptional education programs and assignments within certain grade levels at specific sites in the district. Those programs, assignments, grade levels and sites are as follows:

**PROGRAM ASSIGNMENT GRADE LEVEL SITE**

Special Day School	PK-12	Everhart
Resource/Special Class	PK-5	Moore
Resource Class	6-8	Swift Creek
Resource/Special Class	9-12	Lincoln

Parents and home zone school sites must in all cases contact the **Gadsden County** ESE Director. The ESE Director will contact the Leon County School ESE Director for all Leon County school assignments. **Gadsden County** school sites may not directly contact Leon County school site administrators.

The Board of **Gadsden County** and the parents will develop an individual educational plan (IEP) for exceptional students in conjunction with the School Board of Leon County. As determined by the IEP, those exceptional students in need of programs, assignments, grade levels and at sites included herein may be served by the School Board of Leon County. Only if programs, facilities and personnel are available will students be considered

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7110 • Fax (850) 414-5194 • [www.leonschools.net](http://www.leonschools.net)

*"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy disability or genetic information."*

**Building the Future Together**

II. In providing these Special Education Programs, the School Board of Leon County shall be responsible for:

- A. Provision and maintenance of adequate and appropriate facilities to house the program(s);
- B. Provision of sufficient certified instructional and qualified non-instructional personnel, necessary for a quality program, including teacher, therapists, and a supervisor or coordinator;
- C. Notifying and obtaining the agreement of the participating district in any decision regarding the assignment of instructional staff in excess of the approved staffing ratio of the School Board of Leon County in order to provide appropriate instruction for a student from the participating district;
- D. Provision of necessary equipment, materials and supplies for each student;
- E. Provision of all other direct and indirect services necessary to conduct a quality program, except those responsibilities specifically designated in this agreement as the responsibility of the participating county;
- F. Provision of dismissal or reevaluation information for students from the Board of Gadsden County.

III. As a participating school district, the Board of Gadsden County shall be responsible for:

- A. Provision of transportation for those students from its county who are enrolled in the program. The transportation schedule shall enable students to participate in the total program for at least the minimum number of hours required for the age or grade group;
- B. Provision of the evaluation information and eligibility process conducted in accordance with Florida State Board of Education Administrative Rules 6A-6.0331, FAC, 6A-6.03011, FAC and 6A-6.03013, FAC;
- C. Provision of the assignment and dismissal process in accordance with 6A-6.03028, FAC, 6A-6.0311, FAC and 6A-6.0331, FAC;
- D. Initiating and conducting an Individual Education Plan meeting in accordance with 6A-6.0331, FAC and in conjunction with the School Board of Leon County;
- E. Legal costs incurred through the due process procedure as a result of a student's assignment;
- F. The salary of personnel required to instruct students from the participating district in excess of the approved staffing ratio of the School Board of Leon County;
- G. Adhering to the school calendar and hours designated by the School Board of Leon County.

IV. Funding for exceptional student programs shall follow the procedure specified within this section:

A. The School Board of Leon County shall:

1. Provide the **2018-19** formula calculation for the Regional Funding Fee;
2. Provide an invoice after the February FTE period to June 1 based on a formula using discretionary tax dollars in the general fund (FEFP calculation) projected total weighted F 1E for contracted students multiplied by the Regional Funding Fee; and the salary of any teacher, classroom aide, interpreter or classroom support personnel required for individualized instruction as a result of the behavior and/or communication needs of a **Gadsden County** student;
3. Submit or receive funds as an adjustment to the "Regional Funding Fee" following the June FIE and end-of-year close out. That is, provided the actual end of year formula factors creates an under or over payment of \$100 or more for the current fiscal year.

B. The Board of **Gadsden County** shall:

1. Receive all F 1E funds generated from Transportation of their students to Leon County; **all community based instruction and/or field trips will be invoiced separately by the Leon County Transportation Department.**
2. Submit payment to the School Board of Leon County based on the statement of account described under IV A of this section. This payment shall arrive no later than **June 30, 2019**;
3. Submit or receive funds as an adjustment to the Regional Funding Fee payment projections and actual salary reimbursement for any teacher, classroom aide, interpreter or classroom support personnel required for instruction as a result of the behavior and/or communication needs of a **Gadsden County** student, if actual weighted FTE creates an under or over payment of \$100 or more. This adjustment will be made following the June F 1E and prior to **October 1, 2019**.

This Agreement shall take effect **August 13, 2018** and continue until **May 31, 2019**. This contract supersedes any previous agreements. The School Board of Leon County and the Board of **Gadsden County** shall abide by Section 1001.42(4)(d)(3.), Florida Statutes, for Settlement of Disagreements, which states "In the event an agreement cannot be reached relating to any phase of the project or activity, the matter may be referred jointly by the cooperating school boards, or by any individual school board of the cooperating districts, to the Department of Education for decision under regulations of the state board, and its decision shall be binding on all school boards of the cooperating districts".

The agreement executed the day and year first written above.

Extended School Year Services (ESY)

V. Services for Extended School Year (ESY) will be determined. Based on the indicators by the state of Florida for Extended School Year.

A. The School Board of Leon County agrees to make available extended school year exceptional student education services in certain exceptional education programs and assignments within certain grade levels at specific sites in the district. Extended school year programs follow the adopted Leon County School Board Calendar. All provisions agreed upon in the yearly contractual agreement are extended for extended school year services, i.e., among other things, Gadsden County will be required to pay for all costs associated with the employment of one-on-one aides during ESY.

B. Funding: extended school year services will be provided by Leon County for Gadsden County students for a cost of five hundred dollars per student for the five weeks of Extended School Year.

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairperson

THE SCHOOL BOARD OF LEON COUNTY, FLORIDA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairperson

Rocky Hanna,  
Superintendent, Leon County Schools

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: Contracted Services with Speech/Language Pathologist  
Joy Scharein & The 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)

**Contract services with Joy Scharein to provide Speech/Language services to  
students at Havana Magnet School on an average basis of (37.5) Thirty-  
Seven and a half hours per week.**

FUND SOURCE: **FEEP dollars**  
AMOUNT: **\$56.00 per hour**  
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 4  
CHAIRMAN'S SIGNATURE: page(s) numbered 4

**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: *Keala R. Francis*

2018 JUN 11 PM 2:47

**GADSDEN COUNTY SCHOOL DISTRICT  
STUDENT SERVICES/EXCEPTIONAL EDUCATION  
CONTRACT WITH INDEPENDENT CONTRACTOR  
2018-2019 Fiscal Year**

Contract made June 26, 2018, BETWEEN the School Board of Gadsden County, Florida, a corporation 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, and **Joy Scharein, Speech Pathologist of 10041 Neamathla Trail, City of TALLAHASSEE County of LEON, State of FLORIDA** herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by contractor: Speech/Language Therapy.
2. Contractor agrees to perform these services for the Board under the terms and conditions set forth in this contract.

**NATURE OF WORK**

Contractor will provide speech/language therapy services on behalf of the Board with respect to all matters relating to or affecting the provision of speech/language therapy to the preschool and school age population as identified by the Board and are approved by the Director of Exceptional Student Education. The contractor will render such services according to her professional qualifications, which together with appropriate registration, licensure and/or permit, shall be maintained throughout the terms of this agreement. Contractor shall have sole control of the manner and means of performing this contract provided the same is implemented under the direction of the students Individual Education Plan. The contractor shall provide the following services: See Attachment A.

## PLACE OF WORK

**BOARD will provide adequate space and equipment for contractor to carry out objectives outlined in the individual education plan for speech/language therapy. It is understood that these services will be rendered in Gadsden County Schools. Services will be provided mainly at Havana Magnet School, City of Havana, County of Gadsden State of Florida, as designated by the Director of Exceptional Student Education.**

## TIME DEVOTED TO WORK

***In the performance of the services, the services and the hours contractor is to work on any given day will be entirely within contractors control and the Board will rely upon contractor to put in such number of hours on a daily basis that is reasonably necessary to fulfill the spirit and purpose of this contract. However, the contractor will provide services for no less than fifteen (15) hours and no more than thirty-seven and a half (37.5) hours per school week. The contractor may provide up to twenty (20) additional hours per school year for additional activities as scheduled and approved by the Director of Exceptional Student Education.***

## PAYMENT

***The Board will pay contractor for all work actually performed by contractor, on completion of the same, at the rate of \$56.00 per unit of service. Payment shall be made by the Board within thirty (30) days after a statement for professional services rendered is received. Such statements shall be presented monthly (along with Medicaid Billing; See Attachment A). The contractor will not be reimbursed for traveling.***

## DURATION AND TERMINATION

***The parties hereto contemplate that this contract will run for (1) fiscal school year July 1, 2018 thru June 30, 2019. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.***

## **STATUS OF CONTRACTOR**

*This contract calls for the performance of the services of the contractor as an independent contractor and contractor will not be considered an employee of the Board for any purpose.*

## **PAYMENT OF TAXES AND ASSESSMENTS**

*This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to his/her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Contractor shall furnish to the Board, upon the request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contributions, taxes, and payroll assessments. Contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect both contractor and any individual employed by contractor in providing services under this contract.*

## **CONFIDENTIALITY**

*Inasmuch as contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law or with the authorization by the Director of Exceptional Student Education.*

## **SERVICES BY OTHERS**

*In the event that the contractor shall at any time be unable to provide the services under this contract, the contractor may employ and temporarily furnish as a substitute to perform such services, another duly qualified and licensed person. Contractor shall be responsible for compensation of individuals employed by her as substitutes.*

## **MISCELLANEOUS**

*Contractor shall, through insurance and otherwise, hold harmless the Board, its officers, and employees from any claim of liability resulting from any actions or negligence of the contractor or her substitutes or employees, if any, relating to the care and treatment of students, the operation of motor vehicles, or other actions required to provide services pursuant to this contract.*

**AMENDMENTS**

***This agreement and any signed attachments make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.***

***In witness their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.***

\_\_\_\_\_  
**Joy Scharein, Speech Pathologist**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Sharon B. Thomas, Director  
Exceptional Student Education**

\_\_\_\_\_  
**Date**

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**

**BY:** \_\_\_\_\_  
**Steve Scott, CHAIRMAN**

\_\_\_\_\_  
**Date**

**ATTEST:** \_\_\_\_\_  
**Roger P. Milton, SUPERINTENDENT**

\_\_\_\_\_  
**Date**

**Notice to Vendor/Contractor:** By acceptance of a contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34, Section 80.36(i) Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement will be decided by the Gadsden County School Board.

## **ATTACHMENT A**

### **SPEECH PATHOLOGIST SERVICES PROVIDED:**

- 1. Conduct evaluations and screenings for scheduled grades and referrals using tests accepted by Gadsden County Schools. Students are recommended for enrollment based on the criteria adopted by Gadsden County Schools.**
- 2. Complete paperwork required for IEP, progress reports and data recording according to Gadsden County Schools requirements.**
- 3. Attendance at staffing, Annual Reviews, Three-Year evaluation and Dismissal Meetings to explain testing results and plan of treatment/carry-over for each child.**
- 4. Conduct hearing screenings by grade or referral.**
- 5. Refer children to community resources if indicated (if he/she fails hearing screenings or voice screening).**
- 6. Conduct speech and/or language therapy sessions, usually in groups of children with similar problems. Conduct individual or classroom based therapy as indicated.**
- 7. Maintain log of student attendance for therapy and lesson plans for each group.**
- 8. Maintain documentation and records according to county guidelines.**
- 9. Develop communication boards and other alternative systems as needed by individual students. Consult with classroom teachers to demonstrate the use of these alternative communication systems.**
- 10. Maintain appropriate logs and records and complete Medicaid Billing.**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8j

DATE OF SCHOOL BOARD MEETING: JUNE 26, 2018

TITLE OF AGENDA ITEM: Agreement between Cumberland Therapy 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 and Psychological services (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: IDEA

AMOUNT: \$57.00 - \$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 3 & 7

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

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

This form is to be uplicated on light blue paper.

PROOF READ BY: *Keala R. Francis*

2018 JUN 11 PM 2:47  
GADSDEN COUNTY SCHOOL BOARD  
AGENDA



## SERVICES AGREEMENT

This Services Agreement (“Agreement”) made as of May 23, 2018, by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group (“Contractor”) and, Gadsden County School District, 35 Martin Luther King Jr. Boulevard, Quincy, FL 32351 (“Client”). It is hereby agreed as follows:

**FEES:** Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

Name; Discipline	Bill Rate
Speech-Language Pathologist (J.Carmona)	\$57.00 per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of **37.50** hours per week; 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, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to Client with no mark-up. Client 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.

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

**PAYMENT TERMS:** Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement, and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet.

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 Client 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 Client. 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, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee’s salary.

**CONFIDENTIALITY:** Client 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. Client 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 Client. 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 Client'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:** Client 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:** The Term of this Agreement will end on 06/20/19 and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to Client commits an act of professional or ethical misconduct. Client agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as Client 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 Client discontinues operations or (ii) if Client 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 Client 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, Client 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 Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client'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 Colorado. 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 Colorado. 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.

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

CONTRACTOR:

CLIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Halyna R. Olsen

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Director of Client Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/23/2018

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notices:

Notices:

Pediatric Therapy Services, LLC  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026  
Phone: (800) 337-5965

Gadsden County School District  
35 Martin Luther King Jr. Boulevard  
Quincy, FL 32351  
(850) 627-9651



## EXHIBIT A: BILLING INFORMATION FORM

To be completed and submitted with Agreement

Client Name:		
A/P Contact Name and Title:		
A/P Email Address <i>(note: all invoices will be emailed, unless otherwise specified below):</i>		
Mailing Address:		
City:	State:	Zip:
A/P Phone Number:		
A/P Fax Number:		

*Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.*

Special Billing Instructions:
-------------------------------

Client Signature	Title
Name	Date



## SERVICES AGREEMENT

This Services Agreement (“Agreement”) made as of May 23, 2018, by and between Cumberland Therapy Services, LLC, a subsidiary of Pediatric Therapy Services, LLC, d/b/a The Stepping Stones Group (“Contractor”) and, Gadsden County School District, 35 Martin Luther King Jr. Boulevard, Quincy, FL 32351 (“Client”). It is hereby agreed as follows:

**FEES:** Unless more particularly described in Exhibit B to this Agreement, Contractor agrees to provide the following services to Client and Client agrees to pay the following hourly rates below for those Services:

Name; Discipline	Bill Rate
School Psychologist (F. Whaley)	\$61.00 per hour

Client agrees to be billed (except during holidays) by Contractor for an aggregate weekly minimum of **40** hours per week; 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, or above eight hours per day, without advanced authorization from both Contractor and the designated supervisor assigned by Client. Any hours worked that are subject to state or federal statutory overtime requirements will be billed at 150% of bill rate. Client 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 Client with no mark-up. Client 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.

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

**PAYMENT TERMS:** Client will be billed every two weeks, as more particularly described in Exhibit A to this Agreement, and agrees to pay all outstanding invoices within 30 days of receipt. Client agrees and understands that Client is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet.

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 Client 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 Client. 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, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee’s salary.



**CONFIDENTIALITY:** Client 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. Client 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 Client. 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 Client'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:** Client 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:** The Term of this Agreement will be for a period of twelve months and may continue beyond this period by mutual consent. Client agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to Client as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to Client commits an act of professional or ethical misconduct. Client agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as Client 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 Client discontinues operations or (ii) if Client 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 Client 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, Client 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 Client's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Client or Client'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 Colorado. 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 Colorado. 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.

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

CONTRACTOR:

CLIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Halyna R. Olsen

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Director of Client Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/23/2018

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notices:

Notices:

Pediatric Therapy Services, LLC  
2586 Trailridge Drive East, Suite 100  
Lafayette, CO 80026  
Phone: (800) 337-5965

Gadsden County School District  
35 Martin Luther King Jr. Boulevard  
Quincy, FL 32351  
(850) 627-9651



## EXHIBIT A: BILLING INFORMATION FORM

To be completed and submitted with Agreement

Client Name:		
A/P Contact Name and Title:		
A/P Email Address <i>(note: all invoices will be emailed, unless otherwise specified below):</i>		
Mailing Address:		
City:	State:	Zip:
A/P Phone Number:		
A/P Fax Number:		

*Client will be invoiced every two weeks via email unless otherwise indicated below. Invoices shall include a summary listing of employee hours for each of Contractor's employees contracted to Client during the bi-weekly billing period. If any specific billing requirements are desired by Client, please note them in the Special Billing Instructions below, otherwise standard bi-weekly invoicing delivered via email will be provided.*

Special Billing Instructions:
-------------------------------

Client Signature	Title
Name	Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8k

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: SUBWARD AGREEMENT between County of Gadsden  
Board of Public Education and Florida Gulf Coast  
University Board of Trustees

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 Grant is awarded to our School District to provide support with Professional Development targeting improved outcomes for Students with Disabilities. This Grant funds the research-based Check & Connect Mentoring Program and the Strategic Instruction Model. These programs are designed to increase student engagement and student achievement.

FUND SOURCE: N/A  
AMOUNT: N/A  
PREPARED BY: Sharon B. Thomas *SB*  
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 8

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

Be sure that the COMPTROLLER has signed the budget page.

This form is to be uplicated on light blue paper.

summary for  
revised 0591

Proofread by: *Keala R Francis*

2018 JUN 11 PM 2:47

**SUBAWARD AGREEMENT**  
**SUBAGREEMENT # ORGS-17083-GCSD-01**

By and Between:

<b><u>GADSDEN COUNTY SCHOOLS</u></b>	and	<b>FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES</b>
35 Martin Luther King Blvd		10501 FGCU Blvd South
Quincy, FL 32351		Fort Myers, FL 33965-6565

~~~~~

This SUBAWARD AGREEMENT (AGREEMENT) is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as "PRIME AWARDEE" and GADSDEN COUNTY SCHOOLS, a public body corporate of the State of Florida, hereinafter referred to as "SUBAWARDEE," for support to the grant entitled *State Personnel Development Grant*.

**WHEREAS**, the PRIME AWARDEE is in need of collaboration with SUBAWARDEE to provide professional development targeting improved outcomes for students with disabilities; and

**WHEREAS**, the SUBAWARDEE has considerable experience in providing such services; and

**WHEREAS**, The PRIME AWARDEE is desirous of establishing an agreement for the provision of said services with the SUBAWARDEE.

**NOW THEREFORE**, for consideration of the mutual promises, covenants, and obligations contained herein, the PRIME AWARDEE retains the SUBAWARDEE to undertake certain activities described in **Attachment 1** in connection with the award to the PRIME AWARDEE by the **Florida Department of Education**, (SPONSOR), Award #**361-1708A-8C001**. The parties hereto agree as follows:

**I. TERMS:**

SUBAWARDEE shall commence performance of the conditions of this AGREEMENT on the **15th day of April, 2018** and shall complete performance of this AGREEMENT to the satisfaction of PRIME AWARDEE no later than the **30th day of September, 2018**. This AGREEMENT may be amended upon PRIME AWARDEE'S receipt of additional funding by SPONSOR.

**II. PERFORMANCE:**

SUBAWARDEE agrees to perform all services and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the not-to-exceed amount stated in Section III. Unless it is detailed and stated below, no compensation will be provided for additional reimbursable expenses. SUBAWARDEE agrees to provide services to the PRIME AWARDEE as specified in the Deliverables, attached hereto as Attachment 1 and incorporated by reference herein, and as included in the prime award from SPONSOR. SUBAWARDEE agrees to promptly notify PRIME AWARDEE if SUBAWARDEE wishes to change the Scope of Work as described in Attachment 1. Without invalidating this Agreement, PRIME AWARDEE may order changes in the services to be performed within the general scope of this Agreement consisting of additions, deletions, or other revisions,

provided that the AGREEMENT price and time shall be adjusted accordingly. All such changes in the services, agreement price and performance periods shall be authorized by a written Addendum to this AGREEMENT, executed by both parties hereto and shall be executed under the applicable conditions of the Agreement.

**III. PAYMENT:**

This is a **cost-reimbursable** AGREEMENT for **\$22,288.00** as shown in Attachment 2. Carryover of unexpended balances into future budget periods is not allowed. PRIME AWARDEE's obligation to pay under this AGREEMENT is contingent upon the obligation of funds by the SPONSOR. Payment shall be made in accordance with UNIVERSITY Rule Prompt Payment to Vendor, which provides for payment to vendor within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the services provided in accordance with the terms and conditions of this AGREEMENT.

Invoices are to be submitted at least quarterly to PRIME AWARDEE in accordance with the instructions provided on Attachment 3, Sample Invoice. Final Invoice is due before **October 30, 2018**.

**IV. TRAVEL AND REIMBURSABLE EXPENSES:**

Reimbursement of travel expenses will be subject to F.S.1004.22.

**V. ACCOUNTING:**

SUBAWARDEE and PRIME AWARDEE shall keep and maintain accurate records as to performance of all services required pursuant to this AGREEMENT, and of all transactions relating to this AGREEMENT.

**VI. INSURANCE:**

SUBAWARDEE shall, at its own expense, obtain and maintain at all times during the term of this AGREEMENT, general insurance issued by a responsible insurance company, with coverage limits of not less than one hundred thousand dollars (\$100,000.00) per occurrence to cover such claims or liability caused by, or arising out of, activities of SUBAWARDEE and its agents, and/or employees while engaged in the performance of this AGREEMENT. SUBAWARDEE shall furnish certificates of insurance, evidencing that such insurance has been procured. This clause is not applicable to State of Florida agencies and divisions that have liability responsibilities specified in Florida Statute Section 768.28.

**VII. INDEMNIFICATION AND HOLD HARMLESS:**

To the extent allowable by law, SUBAWARDEE agrees to indemnify and hold harmless UNIVERSITY, its governing board, officers, employees, and agents against all costs, losses, damages, liability, claims, expenses, damages, demands, fees, fines, penalties, suits, proceedings, actions and costs of actions, which may arise as a result of the negligent acts of SUBAWARDEE's officers, employees and agents alleged to have occurred during the performance of the services required under this contract. Notwithstanding, SUBAWARDEE assumes no liability beyond that allowed by Florida Statutes Section 768.28.

**VIII. TERMINATION**

This AGREEMENT may be canceled by the PRIME AWARDEE without prior notice for refusal by the SUBAWARDEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the SUBAWARDEE in conjunction with this AGREEMENT.

This AGREEMENT may be canceled by either party upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested; by commercial carrier with signature required; or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved to the date of cancellation will be due and payable to the SUBAWARDEE.

**IX. DEFAULT:**

The failure of either party to this AGREEMENT to comply with any of the provisions herein shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this AGREEMENT by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

**X. ADDITIONAL TERMS AND CONDITIONS**

Additional Terms and Conditions specific to this AGREEMENT are found in the Attachment 5 to this AGREEMENT.

**XI. GOVERNING LAWS:**

This AGREEMENT is subject to the laws of the State of Florida, the applicable regulations of the Board of Trustees, and any provisions herein, in conflict therewith, shall be void and of no effect.

**XII. SEVERABILITY:**

In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

**XIII. INDEPENDENT SUBAWARDEE:**

It is understood and agreed that nothing contained herein is intended or should be construed as in any way making SUBAWARDEE the agent, representative or employee of PRIME AWARDEE for any purposes in any manner whatsoever. Moreover, SUBAWARDEE is not entitled to any of the benefits received by PRIME AWARDEE, its agents, representatives or employees. SUBAWARDEE is, and shall remain an independent consultant with respect to all services performed under this AGREEMENT.

SUBAWARDEE is bound by the terms and conditions of this AGREEMENT and PRIME AWARDEE expects SUBAWARDEE to hold any subconsultant to the same standard.

**XIV. GOVERNMENT REGULATIONS:**

To the extent applicable, SUBAWARDEE agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.
- J. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes or any other applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of services under this AGREEMENT

**XV. ASSIGNMENT:**

SUBAWARDEE shall not assign (by operation of law, change of control or otherwise) any part of this AGREEMENT without the prior written consent of PRIME AWARDEE. Additionally, SUBAWARDEE shall not employ sub-consultants without the advance written consent of PRIME AWARDEE.

**XVI. FORCE MAJEURE:**

No default, delay, or failure to perform on the part of SUBAWARDEE or PRIME AWARDEE shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier.

**XVII. VENUE:**

This AGREEMENT and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

**XVIII. CAPTIONS:**

Captions may be inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this AGREEMENT or the intent or content of any provisions contained herein.

**XIX. ENTIRE AGREEMENT:**

This AGREEMENT constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto. Moreover, any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein.

**XX. PUBLIC ENTITY CRIME:**

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a SUBAWARDEE, supplier, or sub-SUBAWARDEE to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

**XXI. LOBBYING:**

SUBAWARDEE is prohibited from using funds provided under this AGREEMENT for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**XXII. AUDIT REPORTS**

SUBAWARDEE agrees to comply with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. SUBAWARDEE further agrees to provide PRIME AWARDEE with copies of any of the independent auditors' reports that present instances of non-

compliance with federal laws and regulations, which bear directly on the performance, or administration of this AGREEMENT. In cases of such non-compliance, SUBAWARDEE will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by the PRIME AWARDEE or the SPONSOR during normal business hours.

SUBAWARDEE agrees to comply with the requirements of the Florida Single Audit Act (Chapter 215.97 Florida Statutes). This Act sets audit requirements for non-state entities that receive state financial assistance equal to or in excess of \$300,000 in any fiscal year. Such entities must obtain an audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to non-state entities that receive start awards directly from a state-awarding agency (FGCU) and to non-state agencies that receive state awards through another non-state entity.

SUBAWARDEE shall be responsible for payment of any and all audit exceptions that are identified by the audit agency.

**XXIII. NOTICES:**

All notices and all other matters pertaining to this agreement requiring delivery to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when received by the addressees at the following addresses.

**FLORIDA GULF COAST UNIVERSITY**

Dr. Tachung Yih  
Associate Vice president for Research and  
Dean of Graduate Studies  
Florida Gulf Coast University  
10501 FGCU Blvd South  
Fort Myers, Florida 33965-6565  
239-590-7020 (voice)  
239-590-7024 (fax)  
[tcyih@fgcu.edu](mailto:tcyih@fgcu.edu)

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Gadsden County Schools  
35 Martin Luther King Blvd.  
Quincy, FL 32351

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*Sharon B. Thomas*  
Telephone: *(850) 627-9651*  
E-mail: *thomass@gcpsmail.com*

**XXIV. DISCLAIMER:**

This AGREEMENT is not binding upon the State of Florida or FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES until it has been signed by the President of FLORIDA GULF COAST UNIVERSITY or by a person with a specific delegation of authority to sign on the President's behalf and by a duly authorized representative of SUBAWARDEE.

**XXV. RECEIPT:**

SUBAWARDEE hereby acknowledges receipt of a copy of this AGREEMENT and certifies that the undersigned is authorized to execute this AGREEMENT.

SUBAWARDEE hereby certifies, to the best of its knowledge and belief, that it and its Directors and/or Principal Officers are not employed and/or affiliated with FLORIDA GULF COAST UNIVERSITY, unless a current conflict of interest form or dual compensation form is approved and on file. SUBAWARDEE agrees to promptly notify PRIME AWARDEE if a conflict of interest arises or an established conflict of interest management plan changes.

**XXVI. SUBSUBAWARDEE CERTIFICATION:**

SUBAWARDEE is to return the completed Subcontractor Certification Form (Attachment 4) as an attachment to the signed AGREEMENT.

**XXVII. PRIME AWARDEE GRANT GUIDELINES:**

Attachment 5 contains those portions of the prime agreement from the SPONSOR to Florida Gulf Coast University Board of Trustees that flow down to SUBAWARDEE. The PRIME AWARDEE and SUBAWARDEE are also to comply with the procedures contained in the Florida Department of Education *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) found at <http://www.fldoe.org/comptroller/gbook.asp>.

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SIGNATURE PAGE FOLLOWS





Check & Connect Project 2017 - 2022

Graduation for All Check & Connect (C&C) Implementation Roles and Responsibilities

| <b>District Implementation Team (DIT)</b><br><br>Represent the district and its interests in implementation of C&C with fidelity while ensuring implementation efforts are consistent with district policies and procedures for all students<br><br>Oversees the work of the DCC and SIT | <b>District Capacity Coach (DCC)</b><br><br>DCC has strong skills for delivery of training and facilitation skills necessary for effective coaching of SIT, Site Coordinators and Mentors | <b>School Implementation Team (SIT)</b><br><br>Provide on-going support to C&C Site Coordinator                                                                                                                   | <b>Site Coordinator</b><br><br>Support and supervise individual Mentors                                                                                                    | <b>Mentor</b><br><br>Existing school personnel                           | <b>SPDG C&amp;C Project Staff</b><br><br>SPDG C&C district facilitator and certified C&C Trainers |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Participate in professional development appropriate to role/s (at a minimum attend C & C Overview)<br><br>Ensure alignment of professional learning across initiatives                                                                                                                   | Participate in C&C professional development appropriate to role<br><br>Provide professional learning opportunities to strengthen implementation                                           | Participate in C&C professional development appropriate to role (at a minimum attend C&C Preparation and Implementation training)<br><br>Provide professional learning opportunities to strengthen implementation | Participate in C&C professional development/training appropriate to role<br><br>Facilitate and/or provide professional learning opportunities to strengthen implementation | Participate in C&C professional development/training appropriate to role | Provide professional development/training and coaching as appropriate for all teams               |



The contents of this document were developed under a grant from the US Department of Education, #H323A120025. However, those contents do not necessarily represent the policy of the US Department of Education, and you should not assume endorsement by the Federal Government. Project Officer, Sarah Allen.

| C&C DIT                                                                                                                                                                                                                   | C&C DCC                                                                                                                                                                                                                               | C&C SIT                                                                                                                                                                                                                                                                                                                 | Site Coordinator                                                                                                                                                                           | Mentor                                                                                                                                                               | SPDG C&C Project Staff                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p>Make a commitment to participate, help sustain the efforts long-term, and make public statements of support</p> <p>Develop and implement a communication plan for sharing outcomes and processes with stakeholders</p> | <p>Make a commitment to help sustain the efforts by providing support and coaching implementation at the district and school level</p> <p>Ensures coordinators and mentors have time and access to eligible students and families</p> | <p>Make a commitment to participate, help sustain the efforts long-term, and make public statements of support</p> <p>Ensures coordinators and mentors have time and access to eligible students and families</p> <p>Develop or implement a communication plan for sharing outcomes and processes with stakeholders</p> | <p>Make a commitment to implement, engage in continuous improvement, collaborate with SIT and DCC, and submit student outcome data.</p> <p>Support Mentors with time management and PD</p> | <p>Make a two year commitment(minimum) to implement, engage in continuous improvement through coaching and collaboration, gather and submit student outcome data</p> | <p>Make a commitment to provide high quality professional development, coaching, and technical assistance to support implementation</p> |
| <p>Establish a calendar for meetings</p>                                                                                                                                                                                  | <p>Coordinate calendar with SPDG C&amp;C, district, and school</p>                                                                                                                                                                    | <p>Establish a calendar for meeting</p>                                                                                                                                                                                                                                                                                 | <p>Establish a calendar for meetings</p>                                                                                                                                                   | <p>Participate in monthly meetings</p>                                                                                                                               | <p>Coordinate calendar with DCC and SIT as needed</p>                                                                                   |
| <p>Collaboratively develop vision for District C&amp;C</p>                                                                                                                                                                | <p>Participate in development of vision for C&amp;C</p>                                                                                                                                                                               | <p>Collaboratively develop vision for school C&amp;C Implementation</p>                                                                                                                                                                                                                                                 | <p>Collaboratively develop vision with DCC and SIT for site-based mentors</p>                                                                                                              | <p>Collaborate with Site Coordinator to implement vision</p>                                                                                                         | <p>Facilitate vision development</p>                                                                                                    |
| <p>Review data to determine areas of need, (suggest Early Warning Systems), district readiness and create measurable goals (aligned to other district plans)</p>                                                          | <p>Support DIT and SITs in reviewing data to determine areas of need</p>                                                                                                                                                              | <p>Review data to determine areas of readiness, needs and goals (aligned to the School Improvement Plans), and next steps</p>                                                                                                                                                                                           | <p>In conjunction with SIT, review data to determine to determine areas of need. Regularly review data from Mentors and supervise intervention strategies</p>                              | <p>Review data to determine areas of student need, and choose appropriate interventions to create positive student outcomes</p>                                      | <p>Facilitate goal setting and identification of next steps based on data analysis</p>                                                  |



The contents of this document were developed under a grant from the US Department of Education, #H323A120025. However, those contents do not necessarily represent the policy of the US Department of Education, and you should not assume endorsement by the Federal Government. Project Officer, Sarah Allen.

| C&C DIT                                                                                                                                                                                                                                                       | C&C DCC                                                                                                                                                                                                                                                                                                                                                         | C&C SIT                                                                                                                                                                                                                                                                                                                                    | Site Coordinator                                                                                                                                              | Mentor                                                                                                                                                                                                                                                         | SPDG C&C Project Staff                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <p>Identify or develop data collection process for progress monitoring of goals and at a minimum review data on academic quarter basis</p> <p>Meet regularly with C&amp;C Facilitator review implementation efforts, data and adjust strategies as needed</p> | <p>Support identification and development of implementation of data collection process</p> <p>Ensure mentors have access to appropriate data systems and assist with collection of data concerning fidelity of implementation</p> <p>Meet regularly with C&amp;C Facilitator to review implementation efforts, student data and adjust strategies as needed</p> | <p>Utilize district data collection process and provide feedback on effectiveness</p> <p>Ensure mentors have access to appropriate data systems and assist with collection of data concerning fidelity of implementation</p> <p>Meet regularly with DCC to review implementation efforts, student data and adjust strategies as needed</p> | <p>Utilize data collection system and provide feedback</p> <p>Assist mentors to access student data and report data concerning fidelity of implementation</p> | <p>Monitor progress of student using data collection process</p> <p>Collect student data weekly regarding attendance, course performance and behavior and use this data to develop interventions</p> <p>Submit monthly monitoring data to Site Coordinator</p> | <p>Provide support in developing data collection processes, and coaching concerning fidelity of implementation as needed</p> |
| <p>Develop budget, document and communicate processes for spending grant funds (refer to Funding Guidelines)</p>                                                                                                                                              | <p>Advise DIT on allocation of funds based on implementation needs</p>                                                                                                                                                                                                                                                                                          | <p>Follow district developed processes for accessing grant allocated funds</p> <p>Develop and communicate school (in-house) processes for access to funds</p>                                                                                                                                                                              | <p>Request needed grant funds through school (in-house) processes</p>                                                                                         | <p>Request needed grant funds through school (in-house) processes</p>                                                                                                                                                                                          | <p>Gather team process documents, respond to concerns raised with funds access</p>                                           |



| C&C DIT                                                                                                                                                                      | C&C DCC                                                                                                                                                                                                          | C&C SIT                                                                                                                                                                                  | Site Coordinator                                                                                                                                                                                                       | Mentor                                                                                                                                                   | SPDG C&C Project Staff                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Develop, document, and communicate processes for staff to receive in-service credit for Master In-Service points upon completing requirements                                | Communicate and follow process for staff to receive Master In-Service credit for professional development/training upon completing requirements                                                                  | Communicate and follow process for staff to receive Master In-Service credit for professional development/training upon completing requirements                                          | Communicate and follow process for staff to receive Master In-Service credit for professional development/training upon completing requirements                                                                        | Follow process to receive Master In-Service credit for professional development upon completing requirements (including submitting student outcome data) | Provide agendas, sign-in sheets, and documentation of completed requirements                                                                                              |
| Identify and recruit feeder pattern middle and high implementation school(s)<br><br>Ensure identification of a SIT each participating school                                 | Assist in identification and recruitment of feeder pattern middle and high implementation school(s)<br><br>Support SIT in development of student eligibility criteria                                            | Make commitment to participate long-term and Identify and recruit coordinator/s and mentors<br><br>Establishes student eligibility criteria                                              | Make commitment to participate in attending professional development, collaborate with team, implement with integrity, and submit data<br><br>Coordinate mentee referrals and facilitate mentor-mentee match           | Collaborate with coordinator, implement with fidelity, and submit data                                                                                   | Assist with identification and recruitment of schools and SIT as needed<br><br>Provide C&C orientation and other professional development as appropriate for each school. |
| Regularly monitor progress toward goals, address implementation challenges (ex. data access, fidelity of implementation) and request support from SPDG C&C project as needed | Support coordinators and mentors in progress monitoring, data collection, implementation challenges, and requesting additional support<br><br>Conduct quarterly review of data with SPDG C&C Facilitator and SIT | Regularly monitor progress toward goals, provide support to coordinator and request support from DCC as needed<br><br>Conduct quarterly review of data with DCC, C&C Project Facilitator | Regularly collaborate with SIT and mentors to reflect on implementation, determine team needs, and communicate support needs to C&C SIT and DCC<br><br>Meet quarterly to review data with DCC, C&C Project Facilitator | Regularly monitor student progress toward goals, use data to drive interventions, request additional support from coordinator                            | Provide technical assistance and training as needed to DIT, DCC and SIT as needed<br><br>Co-facilitate quarterly review of data with CC and SIT.                          |



The contents of this document were developed under a grant from the US Department of Education, #H323A120025. However, those contents do not necessarily represent the policy of the US Department of Education, and you should not assume endorsement by the Federal Government. Project Officer, Sarah Allen.

| C&C DIT                                                                                                                                                        | C&C DCC                                                                                                                                               | C&C SIT                                                                                                               | Site Coordinator                                                                                                      | Mentor                                                     | SPDG C&C Project Staff                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Identify potential in-district Check &amp; Connect Trainers</p> <p>Determine training needs within the district and communicate to Trainers</p>             | <p>Collaborate with DIT in identifying C&amp;C potential trainers</p> <p>Determine training needs within the district and communicate to Trainers</p> | <p>Collaborate with DCC in identifying C&amp;C potential trainers</p> <p>Determine training needs within the site</p> | <p>Collaborate with DCC in identifying C&amp;C potential trainers</p> <p>Determine training needs within the site</p> |                                                            | <p>Support potential C&amp;C Trainers to access next steps to achieve certification</p> <p>Facilitate training to meet needs identified by the district</p> |
| <p>DIT reports twice a year to district cabinet; report includes implementation rates, fidelity status, progress to district goal and stakeholder feedback</p> | <p>Provide input for cabinet reports</p>                                                                                                              | <p>Provide school data for cabinet reports</p>                                                                        | <p>Provide summary of student data for cabinet reports</p>                                                            | <p>Provide student data and stories for cabinet report</p> | <p>Provide technical assistance to DIT as needed</p>                                                                                                        |
| <p>End of year 2, district continues sustainability plan</p>                                                                                                   | <p>Provide input for district sustainability plan</p>                                                                                                 | <p>Provide input for district sustainability plan</p>                                                                 | <p>Provide input for district sustainability plan</p>                                                                 | <p>Provide input for district sustainability plan</p>      | <p>Provide input for district sustainability plan as needed; implement gradual schedule of release from coaching and technical assistance.</p>              |





## Strategic Instruction Model™ (SIM) Project

## SIM Implementation Roles and Responsibilities 2017-2022

| <b>District Implementation Team (SIM DIT)*</b><br><br><i>Lead by designated facilitator/chair who acts as a liaison with SPDG Staff and SIM SITs</i><br><br><i>*for suggested DIT members, see Appendix 1</i> | <b>District Capacity Coach (SIM CC)</b><br><br><i>Identified SIM Implementer/ Professional Developer (PDer) who supports sustainability through systems and instructional coaching</i> | <b>School Implementation Team (SIM SIT)*</b><br><br><i>Coordinated and facilitated by a SIM Site Coordinator who acts as a liaison with SPDG Staff, SIM IITs, and SIM DIT</i><br><br><i>*for suggested SIT members, see Appendix 2</i> | <b>Instructional Implementation Team (SIM IIT)*</b><br><br><i>Lead by a designated facilitator/chair who acts as a liaison with SIM SIT</i><br><br><i>*for suggested IIT members, see Appendix 3</i> | <b>SPDG SIM Project Staff</b><br><br><i>SPDG SIM District Lead and certified SIM Professional Developer (PDer)</i>                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Participate in professional development appropriate to role                                                                                                                                                   | Participate in professional development appropriate to role                                                                                                                            | Participate in professional development appropriate to role                                                                                                                                                                            | Participate in professional development appropriate to role                                                                                                                                          | Provide professional development and coaching as appropriate for all teams                                                                           |
| Make a commitment to participate, help sustain the efforts long-term, and make public statements of support                                                                                                   | Make a commitment to help sustain the efforts long-term by providing support and coaching implementation at the district, school and classroom level                                   | Make a commitment to participate, help sustain the efforts long-term, and make public statements of support                                                                                                                            | Make a commitment to implement, engage in continuous improvement through coaching and collaboration, gather and submit student outcome data                                                          | Make a commitment to provide high quality professional development, coaching, and technical assistance in building systems to support implementation |
| Establish a calendar for meeting                                                                                                                                                                              | Coordinate calendar with SPDG SIM, district, school, and instructional teams                                                                                                           | Establish a calendar for meeting                                                                                                                                                                                                       | Establish a calendar for meeting                                                                                                                                                                     | Coordinate calendar with district, school, and instructional teams                                                                                   |
| Collaboratively develop vision for District SIM Implementation                                                                                                                                                | Participate in development of vision for SIM implementation                                                                                                                            | Collaboratively develop vision for School SIM Implementation                                                                                                                                                                           | Collaboratively develop vision for Instructional Implementation                                                                                                                                      | Facilitate vision development                                                                                                                        |

| District Implementation Team (SIM DIT)*                                                                                                                        | District Capacity Coach (SIM CC)                                                                                                | School Implementation Team (SIM SIT)*                                                                                                                                   | Instructional Implementation Team (SIM IIT)*                                                                                                           | SPDG SIM Project Staff                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Review data (ex. EWS, FSA, EOC) to determine areas of need, school readiness, measurable goals (aligned to other district plans) and next steps in action plan | Support DIT, SITs and IITs in reviewing data to determine areas of need                                                         | Review data to determine areas of need, teacher team readiness, measurable goals (aligned to the School Improvement Plans), and next steps in action plan               | Review data to determine areas of student need, content demands, proficiency goals, and choose Content Enhancement Routines and/or Learning Strategies | Facilitate goal setting and identification of next steps based on data analysis                                              |
| Identify/develop/implement data collection process for progress monitoring of goals and review data (at minimum) on a quarterly basis                          | Support identification/development/ implementation of a data collection process                                                 | Identify/develop/implement data collection process (including evidence of implementation and implementation fidelity) for progress monitoring of goals                  | Identify/develop/implement assessments for monitoring progress of student proficiency with standards                                                   | Provide support in developing data collection processes, formative assessments, and coaching around implementation as needed |
| Develop, document, and communicate processes for spending grant funds, see funding guidelines                                                                  | Advise DIT on allocation of funds based on implementation needs                                                                 | Follow district developed processes for accessing grant allocated funds<br><br>Develop and communicate in-house processes for instructional teams to access grant funds | Request needed grant funds through school (in-house) processes                                                                                         | Gather team process documents                                                                                                |
| Develop, document, and communicate processes for staff to receive in-service credit for professional development upon completing requirements                  | Communicate and follow process for staff to receive in-service credit for professional development upon completing requirements | Communicate and follow process for staff to receive in-service credit for professional development upon completing requirements                                         | Follow process to receive in-service credit for professional development upon completing requirements (including submitting student outcome data)      | Provide agendas, sign-in sheets, and documentation of completed requirements                                                 |

| <b>District Implementation Team (SIM DIT)*</b>                                                                                                            | <b>District Capacity Coach (SIM CC)</b>                                                                                       | <b>School Implementation Team (SIM SIT)*</b>                                                                              | <b>Instructional Implementation Team (SIM IIT)*</b>                                                                                                      | <b>SPDG SIM Project Staff</b>                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identify and recruit feeder pattern middle and high implementation school(s)                                                                              | Assist in identification and recruitment of feeder pattern middle and high implementation school(s)                           | Make commitment to participate long-term and Identify and recruit instructional implementation team(s)                    | Make commitment to participate to include: attending professional development, collaborating with team, implementing with integrity, and submitting data | Assist with identifying and recruiting schools and teams<br><br>Provide SIM and Project Overviews for each identified team                                             |
| Regularly monitor progress toward goals, adjust plans to address implementation challenges, and request support from SPDG SIM Project as needed           | Support teams in progress monitoring, adjusting plans to address implementation challenges, and requesting additional support | Regularly monitor progress toward goals, adjust plans to address implementation challenges, and request support as needed | Regularly collaborate to reflect on implementation, determine team needs, and communicate support needs to SIM SIT                                       | Provide technical assistance/ instructional coaching as needed                                                                                                         |
| Identify potential in-district SIM Professional Developers and/or Specialists                                                                             | Identify potential in-district SIM Professional Developers and/or Specialists                                                 | Identify potential in-school SIM Professional Developers and/or Specialists                                               | Consider pursuing Specialist or Professional Developer credentials                                                                                       | Support identification of potential Specialists and Professional Developers<br><br>Assist potential Specialists and Professional Developers in completing requirements |
| Report twice yearly to district cabinet, report includes implementation rates, fidelity status, status of PDers, district goal data, stakeholder feedback | Provide input for cabinet reports                                                                                             | Provide input for cabinet reports                                                                                         | Provide input for cabinet reports                                                                                                                        | Provide technical assistance in building reports                                                                                                                       |
| End of year 2, initiate/continue sustainability plan                                                                                                      | Provide input for district sustainability plan                                                                                | Provide input for district sustainability plan                                                                            | Provide input for district sustainability plan                                                                                                           | Provide technical assistance in building and implementing sustainability plans                                                                                         |

## Appendix 1: Suggested District Implementation Team (DIT) Members

- ESE Director (recommended as the DIT chair)
- Superintendent's Cabinet Liaison
- Secondary General Education Curriculum Director/ Specialist
- Secondary ESE Curriculum Director/ Specialist
- Professional Development Director/ Specialist
- MTSS Director/ Specialist
- Administrators from schools implementing SIM, both middle school and high school\* (at least 1 representative from middle and high)
- School SIM Coordinators
- Instructional Coaches from schools implementing SIM\* (at least 1 representative)
- Teachers from schools implementing SIM\*\* (at least 1 representative)
- Area Office Administrators as appropriate
- Discretionary Project Personnel as appropriate (ex. FDLRS)
- Family representation

\*should be a member of the School Implementation Team (SIT)

\*\* should be a member of the Instructional Implementation Team (IIT)

## Appendix 2: Suggested School Implementation Team (SIT) Members

- SIM Site Coordinator (e.g. Instructional coach, lead teacher or Department Chair, AP)
- School Principal
- Assistant Principal(s) who oversees implementing teachers
- School Instructional Coaches
- Implementing Teacher
- School MTSS Team Member

## Appendix 3: Suggested Instructional Implementation Team (IIT) Members

- Assistant Principal(s) who oversees implementing teachers
- School Instructional Coaches
- All implementing teachers from the same PLC, note: recommended 1 team/PLC, so a school may have several IITs
- School MTSS Team Member

**IMPLEMENTATION MILESTONES FOR CONTINUATION OF State Personnel Development Grant (SPDG) FINANCIAL SUPPORT**

**PURPOSE:** Ensure effective use of resources to install, implement and scale up evidenced based practices targeting increased graduation and proficiency rates, as well as decreased dropout rates for students with disabilities.

| SPDG PARTICIPATION YEAR | MILESTONES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | INITIATIVE SPECIFIC MILESTONE(S)                                                                   |                                                                                                                                 |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Check & Connect (C&C)                                                                              | Strategic Instruction Model (SIM)                                                                                               |
| 1                       | <ul style="list-style-type: none"> <li>• District Implementation Team (DIT) identified (best if existing team such as, Multi-Tiered System of Support (MTSS), Positive Behavior Support (PBS), Child Study Team, or Student Success Team) and chair is identified</li> <li>• Data analysis completed to identify appropriate initiative</li> <li>• SPDG Liaison for logistics identified</li> <li>• Readiness/ preparation assessment completed and action plan developed</li> <li>• Implementation schools are identified (middle and high feeder patterns)</li> <li>• Site Coordinator identified at each school</li> </ul> | <ul style="list-style-type: none"> <li>• DIT members participate in C&amp;C orientation</li> </ul> | <ul style="list-style-type: none"> <li>• DIT members participate in Strategic Instruction Model and Project Overview</li> </ul> |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <ul style="list-style-type: none"> <li>• District budget for support developed</li> <li>• District processes are in place for in-service points; compensation; data collection and review; utilization/access to funds and communication</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2 | <ul style="list-style-type: none"> <li>• DIT embeds initiative into district improvement and/or strategic plan and/or policy.</li> <li>• Implementation schools add SPDG supported initiative to their School Improvement Plan (SIP)</li> <li>• Capacity Coach identified (person to gradually replace SPDG personnel in delivering technical assistance and implementation support over time)</li> <li>• Teachers and school/district administrators have participated in initial professional development appropriate to their role</li> <li>• Initial implementation and coaching has occurred</li> <li>• Established district processes are functioning</li> <li>• DIT meetings are held and implementation data is</li> </ul> | <ul style="list-style-type: none"> <li>• Each implementation school sends team responsible for school oversight to 1 day Preparation and Implementation training and develops a Program Plan</li> <li>• Capacity Coach attends all trainings</li> <li>• C&amp;C Program Planning Guide is developed for each school and responsibility for keeping updated is designated.</li> <li>• School planning guides are shared with DIT</li> <li>• C&amp;C implementation is embedded in the SP&amp;P and the action plan developed from BEESS on-site monitoring (as appropriate)</li> </ul> | <ul style="list-style-type: none"> <li>• Each implementation school identifies a School Implementation Team (SIT), a chair, a logistics coordinator and develops a school action plan.</li> <li>• Each implementation school identifies Instructional Implementation Team(s) (IIT) consisting of teachers in the same department or grade level willing to collaborate around implementation</li> <li>• Two or more school administrators from each implementation school attend a SIM Administrator session and instructional personnel from either team attend professional development</li> </ul> |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                   |                                                                                                                                                                                                                           |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>reviewed on an academic quarter basis</p> <ul style="list-style-type: none"> <li>• Ongoing problem solving at district and school level occurring to address implementation challenges</li> <li>• Initiative is nested in the organizational chart (a position or department is assigned responsibility for ongoing oversight)</li> <li>• DIT initiates or continues sustainability planning</li> </ul>                                                                                                     |                                                                                                                                                   | <ul style="list-style-type: none"> <li>• SIM activities are embedded in the K-12 Reading Plan, SP&amp;P part G, and the action plan developed from BEESS on-site monitoring (as appropriate)</li> </ul>                   |
| 3 | <ul style="list-style-type: none"> <li>• New school and/or district administrators have participated in PD</li> <li>• Participating schools and teachers are implementing SIM and/or C&amp;C and providing required data</li> <li>• Fidelity of implementation data is collected, reviewed and reported twice annually to the District Cabinet</li> <li>• DIT finalizes sustainability plan including identification of resources to support sustained implementation as well as possible scale up.</li> </ul> | <ul style="list-style-type: none"> <li>• Potential C&amp;C trainers have been recruited and are completing the steps to certification.</li> </ul> | <ul style="list-style-type: none"> <li>• Potential professional developers (PD) have been recruited and are completing Specialist Micro-credentials or Potential Professional Developer Institute Applications</li> </ul> |

|   |                                                                                                                                                  |  |                                                                                                                                               |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | <ul style="list-style-type: none"> <li>• Further scale-up within implementation schools</li> <li>• DIT implements sustainability plan</li> </ul> |  | <ul style="list-style-type: none"> <li>• PD Apprentices or Specialists are completing their requirements (with support)</li> </ul>            |
| 5 | <ul style="list-style-type: none"> <li>• Transition to district self-sustaining processes</li> </ul>                                             |  | <ul style="list-style-type: none"> <li>• Additional PD Apprentices or Specialists are completing their requirements (with support)</li> </ul> |

All items in prior years will be repeated as necessary.

\*Please note, this document was created to guide implementation of the Florida SPDG 2017-2022. In assisting schools/districts from the prior SPDG (2012-2017) there will be items previously accomplished but this chart will be used to guide work to strengthen foundational components, a critical support for sustainability. SPDG personnel may refer districts to other resources for assistance such as other BEESS Discretionary Projects or other FDOE initiatives to enable achievement of the milestones.

Attachment 2

|                                   |                  |  |                     |
|-----------------------------------|------------------|--|---------------------|
| District:                         | <b>Gadsden</b>   |  |                     |
| Budget Year:                      | <b>2017-2018</b> |  |                     |
| Funding Category                  |                  |  |                     |
| Check & Connect                   |                  |  | # of C&C Schools: 0 |
| Substitute                        | \$               |  | -                   |
| Travel                            | \$               |  | 3,903.20            |
| PD for Personnel                  | \$               |  | 11,160.00           |
| Coordinator Supplements           | \$               |  | 1,498.00            |
| Additional Expenses               | \$               |  | -                   |
| C&C Sub Total                     | \$               |  | 16,561.20           |
| Strategic Instruction Model (SIM) |                  |  | # of SIM Schools: 1 |
| Total Printing:                   | \$               |  | 1,000.00            |
| Ongoing PD                        | \$               |  | -                   |
| Facilitated Planning              | \$               |  | -                   |
| Travel                            | \$               |  | 1,215.20            |

|                            |    |                 |
|----------------------------|----|-----------------|
| PD for Personnel           | \$ | 2,160.00        |
| Coordinator Supplements    | \$ | 214.00          |
| Additional Expenses        | \$ | <u>-</u>        |
| SIM Sub Total              | \$ | 4,589.20        |
| Total:                     | \$ | 21,150.40       |
| Restricted Indirect: 5.38% | \$ | <u>1,137.89</u> |
| Grand Total:               | \$ | <u>22,288</u>   |

**ATTACHMENT 3: SAMPLE INVOICE**  
(to be printed on SUBAWARDEE letterhead)

FGCU Purchase Order #:

| Description of Deliverable | Invoice Amount |
|----------------------------|----------------|
| _____                      | _____          |
| _____                      | _____          |
| _____                      | _____          |
| _____                      | _____          |

SUBAWARDEE will submit invoices and reports according to the deliverable and payment schedule in Attachment 1, Statement of Work.

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

Submit to:  
Ms. Margaret (Peg) Sullivan  
College of Education  
Florida Gulf Coast University  
10501 FGCU Blvd South  
Fort Myers, FL 33965-6565  
239-590-7748  
[msullivan@fgcu.edu](mailto:msullivan@fgcu.edu)

**Attachment 4: Subcontractor Certification Form**

Pursuant to Uniform Guidance §200.501, I certify as follows on behalf of my organization:

**Organization Name:** Gadsden County Schools  
**Subagreement Number:** ORSP-17083- GCSD-01

| Organization Type                            | YES (check one) | \$100,000+ in Federal Funding? | \$750,000+ in Federal Funding? | Tax ID # |
|----------------------------------------------|-----------------|--------------------------------|--------------------------------|----------|
| State or Local Government Entity             | <b>X</b>        |                                |                                |          |
| OR                                           |                 |                                |                                |          |
| Institutions of Higher Education/Non-Profits |                 |                                |                                |          |
| OR                                           |                 |                                |                                |          |
| For-Profit Organizations                     |                 |                                |                                |          |



Uniform Guidance §200.501 requires that any **Non-Profit organization** that expends \$750,000 or greater in Federal awards in any given year, must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F of these rules.

- **Single Audit:** Non-profit organizations that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with Subpart.F except when they elect to have a program-specific audit conducted in accordance with the paragraph following.
- **Program-specific audit election:** When a auditee expends Federal awards under only one Federal program (**excluding R&D**) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with subpart.235. A program-specific audit may not be elected for R&D unless all expenditures are for Federal awards received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- **Exemption when expenditures are less than \$750,000:** Non-profit organizations that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Subpart F, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

**For-Profit organizations** are not subject to the Circulars as referenced above. However, a financial audit representing financial stability is requested but not required.

**Certified By:**

\_\_\_\_\_  
*Signature, Authorized Official*

\_\_\_\_\_  
*Printed or Typed Name*

\_\_\_\_\_  
*Title*

**Copy of Audit Report Enclosed (Circle one)**

|     |
|-----|
| Yes |
| No  |



**ATTACHMENT 5: PRIME AWARDEE GRANT GUIDELINES**

**Sponsor:** Florida Department of Education

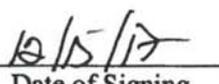
**CFDA #:** 84.323

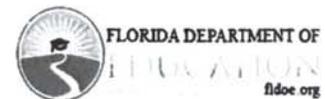
**Program Title:** State Personnel Development Grant

**Award #:** 361-1708A-8C001

**Florida Department of Education  
Project Award Notification**

CORRECTED COPY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>1 PROJECT RECIPIENT</b><br>Florida Gulf Coast University                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>2 PROJECT NUMBER</b><br>361-1708A-8C001                                                                        |
| <b>3 PROJECT/PROGRAM TITLE</b><br>State Personnel Development Grant (SPDG)<br>2017-2022<br><br><p align="right"><b>TAPS 18C065</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>4 AUTHORITY</b><br>84.323A State Personnel Development Grant<br>USDE<br><br>FAIN#: H323A170031                 |
| <b>5 AMENDMENT INFORMATION</b><br>Amendment Number:<br>Type of Amendment:<br>Effective Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>6 PROJECT PERIODS</b><br><br>Budget Period: 11/08/2017 - 09/30/2018<br>Program Period: 11/08/2017 - 09/30/2018 |
| <b>7 AUTHORIZED FUNDING</b><br>Current Approved Budget:        \$1,068,283.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount:                \$1,068,283.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>8 REIMBURSEMENT OPTION</b><br>Federal Cash Advance                                                             |
| <b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>09/30/2018</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>11/20/2018</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>08/30/2018</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> <li>• Federal Award Date : <span style="float: right;"><u>10/01/2017</u></span></li> </ul>                                                                                                                                                                                                                                                                                                              |                                                                                                                   |
| <b>10 DOE CONTACTS</b><br>Program: Christine Evans<br>Phone: (850) 245-9943<br>Email: <a href="mailto:Christine.Evans@fldoe.org">Christine.Evans@fldoe.org</a><br>Grants Management: Unit C (850) 245-0496                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Comptroller Office</b><br>Phone: (850) 245-0401<br><br><b>Duns#: 834477051</b><br><b>FEIN#: F650753801001</b>  |
| <b>11 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference.</li> <li>• For federal cash advance projects, expenditures must be recorded in the Florida Grants System (FLAGS) as close as is administratively feasible to when actual disbursements are made for this project. Cash transaction requests must be limited to amounts needed and be timed with the actual, immediate cash requirements to carry out the purpose of the approved project.</li> <li>• All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification.</li> <li>• Other:</li> </ul> |                                                                                                                   |
| <b>12 APPROVED:</b><br><br>_____<br>Authorized Official on behalf of Pam Stewart<br>Commissioner of Education                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <br>_____<br>Date of Signing  |



**INSTRUCTIONS  
PROJECT AWARD NOTIFICATION**

- 1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.
- 2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).
- 3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.
- 4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.
- 5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.
- 6 Project Periods: The periods for which the project budget and program are in effect.
- 7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).
- 8 Reimbursement Options:
  - Federal Cash Advance –On-Line Reporting required monthly to record expenditures.
  - Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.
  - Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.
  - Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.
- 9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.
- 10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.
- 11 Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)
- 12 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

DOE-200  
Revised 07/15

Page 2 of 2

# FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                               |                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Please return to:</b><br><br>Florida Department of Education<br>Office of Grants Management<br>Room 332 Turlington Building<br>325 West Gaines Street<br>Tallahassee, Florida 32399-0400<br>Telephone: (850) 245-0496                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>A) Program Name:</b><br><b>2017-2018 State Personnel Development Grant (2017-2022)</b><br><br><b>TAPS NUMBER: 1.18C065</b> | 2017 MS: 0-611-0-30<br><b>DOE USE ONLY</b><br><br>Date Received<br><br><br>Project Number (DOE Assigned)<br><b>361-1708A-8001</b> |
| <b>B) Name and Address of Eligible Applicant:</b><br>Florida Gulf Coast University Board of Trustees<br>10501 FGCU Blvd. South<br>Fort Myers, FL 33965-6565                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                               | Project Number (DOE Assigned)<br><b>361-1708A-8001</b>                                                                            |
| <b>C) Total Funds Requested:</b><br><br>\$ 1,068,283<br><br><hr/> <b>DOE USE ONLY</b><br><br>Total Approved Project:<br>\$ 1,068,283                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>D) Applicant Contact &amp; Business Information</b>                                                                        |                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contact Name: Margaret Sullivan<br><br>Fiscal Contact Name: Lou Kirk                                                          | Telephone Numbers: 239-590-7022                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Mailing Address:<br><b>10501 FGCU Blvd. South<br/>Fort Myers, FL 33965-6565</b>                                               | E-mail Addresses:<br>msulliva@fgcu.edu<br>lkirk@fgcu.edu                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Physical/Facility Address:<br><b>10501 FGCU Blvd. South<br/>Fort Myers, FL 33965-6565</b>                                     | DUNS number: 834477051<br><br>FEIN number: 65-0753801                                                                             |
| <b>CERTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                               |                                                                                                                                   |
| I, <u>Tachung Yih, Ph.D.</u> , (Please Type Name) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited. |                                                                                                                               |                                                                                                                                   |
| Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                               |                                                                                                                                   |
| <b>E)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <br>_____<br>Signature of Agency Head      | Associate Vice President for Research<br>Title<br><br>10-24-2017<br>Date                                                          |



# Florida Department of EDUCATION

## BEES Online Grant Application

Belknap Christine Evans, Florida Gulf Coast University

### Program Main Menu

Grant: State Personnel Development Grant (2017-2022) 361-1708A-8C001

Our records indicate this application has been officially submitted to the DOE on 11/7/2017 Official notification has been sent to FDOE staff via e-mail.

### Standard Grant Forms:

DOE 100

- [DOE 100](#)

### Budget Forms

- [Budget for State Personnel Development Grant \(2017-2022\) 361-1705A-8C001](#)

### Standard Project Narratives:

- Project Design
  - [Project Abstract](#)
  - [Baseline Data](#)
  - [Established Need](#)
  - [Description of Alternate Methods for Trainings/Meetings](#)
  - [Support of the BEES Strategic Plan/State Performance Plan](#)
  - [Evaluation Plan](#)
- [Support for Strategic Plan and Reading, Math, and Science Initiatives](#)
- [General Education Provisions Act](#)
- [Equitable Services](#)

### Project Performance Accountability:

- [Products](#)
- [Training](#)
- [Service Delivery](#)

### Assurances:

- [ADDITIONAL ASSURANCES](#)

### Final Steps for Completing Application:

- [Printer Friendly Format of Application](#)
- [Verify Complete and Submit to FLDOE](#)

## SCOPE OF WORK

### Project Abstract

**Applicants are required to provide a description of the key elements and primary focus of the project.**

**Response:** The State Personnel Development Grant (SPDG) at Florida Gulf Coast University (FGCU) will provide leadership, administration and operation of this five-year initiative to decrease dropout rates and increase graduation and proficiency rates of secondary students with disabilities (SWD) in Florida. The SPDG management project will ensure all necessary subcontracts are executed. Through the use of collaboratively developed district implementation plans, professional learning will be provided and data analysis will be used as an iterative process to strengthen fidelity of implementation and assure desired student outcomes. Additionally, SPDG at FGCU will contract for the development of an online math content professional learning module to support teachers of SWD to increase their content knowledge and expand the areas of certification held.

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### Established Need

**Identify the state, regional or district need based on analysis of the baseline data.**

**Response:** Through the SPDG 2011-2017, Florida has seen increasing graduation rates and decreasing dropout rates for SWD. Despite these positive directions there continues to be much work needed to ensure that all students are supported to graduate. Historically the revised high school graduation requirements, changes to the statewide assessments for all students and continued implementation of the Florida State Standards presented significantly ramped up challenges for SWD to successfully complete high school, college, and career ready. Florida has provided additional supports to SWD through existing initiatives but also recognizes the need for continuation of improvement activities and support to educators, schools and districts to ensure continuation of the positive trends. The ongoing SPDG initiatives provide additional support with improvement activities at the secondary school level.

Given past and current efforts, Florida continues to experience needs for:

- A systemic approach to dropout prevention of SWD, especially within districts that have shown an inability to successfully implement strategies to reduce the dropout rate.
- Further scale-up in capacity to deepen impact on secondary student learning to ensure development of proficiencies in reading and math and support continued achievement of SWD on current and emerging statewide standards and assessments.

These needs are addressed through the work of SPDG, which drills down to the district level to address these needs. As displayed in table 9 on pages 8-10 of the baseline data section of this proposal, district performance is presented for 21 school districts. The new SPDG will offer continued engagement or re-engagement to the original districts to expand district-level capacity to sustain and scale up the implementation of Check and Connect (C&C) and/or Strategic Instruction Model (SIM) as well as gradually bring on additional districts. The original 21 districts include twelve small and rural, four medium, two large, and three very large districts. Two of the very large districts (Miami-Dade and Hillsborough) have withdrawn from continued SPDG support at this time.

In a review of the federal uniform graduation rate for SWD in these districts across the five-year period from academic year 2011-2012 to 2015-16 by SPDG cohort, we have identified trend lines. In cohort one SPDG districts, (Baker, Hardee, Hendry, Levy, Madison, Pinellas and Polk) implementation of SIM and/or CC&C began in 2013-14 academic year and:

- 86% demonstrate a positive trend line with federal uniform graduation rate, with this year's data Baker's trend line flattens,
- 100% are showing declines in the federal dropout rate.

Last year, based on 4 years of available data, 28% had a positive trend line in reading proficiency and 71% demonstrated rising trends in math proficiency.

In cohort two SPDG districts, (Charlotte, Dade, Desoto, Gadsden, Highlands, Hillsborough, Jefferson, Okeechobee and Taylor) implementation of SIM and/or C&C began in the 2014-15 academic year and:

- 78% demonstrate a positive trend line with federal uniform graduation rate, and
- 56% are showing declines in the federal dropout rate.

Last year, based on 4 years of available data, 11% had a positive trend line in reading proficiency and 22% demonstrated rising trends in math proficiency.

In cohort three SPDG districts, (Bradford, Holmes, Jackson, Putnam and Volusia) implementation of SIM and/or C&C began in the 2015-16 or 16-17 academic year and:

- 80% demonstrate a positive trend line with federal uniform graduation rate, and
- 60% are showing declines in the federal dropout rate.

The majority of the prior implementation effort has been C&C, 81 schools versus 36 with SIM, thus the impact on the reading and math proficiency rates is less powerful and direct. SPDG's focus on middle and high school is more clearly impacting graduation and dropout rates. These data reaffirm the need to further build capacity and consistency in the implementation of the evidence validated practices supported through the SPDG, to further scale-up and sustain increased graduation, proficiency rates and decreased dropout rates for SWD. Some of the prior SPDG experience of limiting a district to two years of SPDG support has resulted in the new proposal being built to work with districts through the entire funding period available when a district is enrolled with the project.

Establishing a new practice and ensuring it is implemented with fidelity is typically predicted to take three to five years. Building structures and processes to scale-up and sustain the fidelity of implementation is a critical step in this project's work.

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## **Description of Alternate Methods for Trainings/Meetings**

**Alternate methods of conducting meetings and training events must be considered by applicants in an effort to reduce the number of events requiring participants to travel outside of their district. Please describe alternate methods of training used and any new methods to be used for the upcoming fiscal year. Use the Request for Application (RFA) for more specific information.**

**Response:** The work of the Director is heavily supported through the use of Adobe Connect and conference calls. Work with targeted districts is scheduled to maximize a regional approach to visits. The use of EDU 2.0, Basecamp, and LiveBinders had been encouraged for both initiatives but has been partially replaced by the rollout of a new SPDG online database. These tools are utilized as a mechanism to provide technical assistance (TA), follow-up and coaching supports by both the C&C and SIM project personnel. The new database is designed to also provide schools and districts with direct access to their data to create the ability for more nimble data informed response on the front line of implementation.

C&C trainer observations are now conducted virtually, replacing the in-person observations previously conducted by the national C&C team. Trainers can be viewed in real time and prompted, as the national C&C observer provides remote feedback through the onsite facilitator.

## Support of the BEESS Strategic Plan/State Performance Plan (SPP)

Applicants must describe how specific project activities address the indicators of Florida's IDEA, Part B SPP, and the BEESS Strategic Plan as applicable. For each SPP Indicator and BEESS Strategic Plan target addressed by the project:

- Include reference to the measurable target for each indicator, as stated in the current SPP and BEESS Strategic Plan; and
- Describe the collaboration activities with other discretionary projects with regard to the SPP indicators and BEESS Strategic Plan.

**Response:** In line with the Bureau of Exceptional Education and Student Services (BEESS) Strategic Plan this project continues to provide direct supports to preparing SWD to be college and career ready. Continued focus on increased graduation and decreased dropout rates directly aligns to several sections of the K-12 portion of the BEESS Strategic Plan. Specifically, C&C is focused on provisions of individualized data-driven supports to students in implementation schools/districts to increase student engagement inclusive of improved academic, behavioral, cognitive and affective outcomes, while SIM is focused on provisions of individualized data-driven supports to students in implementation schools/districts to increase student achievement and proficiency.

The SPDG was designed to select target districts and schools via a Multi-Tiered System of Support (MTSS) process inviting those districts and schools most in need of assistance to improve proficiency, graduation and dropout results for SWD to participate in this initiative and receive intensive supports. This has positioned the project to directly align with the BEESS model of provision of MTSS to districts.

Specific goals and activities of the BEESS Strategic Plan, which this project supports, include:

### 1. Highest Student Achievement:

- a) K-12 Students – Best Practices for Standards-Based Instructional Support SPP Indicator 3C.1: Participation and Performance on Statewide Assessments –Proficiency rate for children with Individual Educational Plans (IEPs) against grade level, modified and alternate academic achievement standards.

- Reading 2017-18 target 61%
- Math 2017-18 target 61%

- b) K-12 Students --- Parent Involvement and Engagement SPP Indicator 8A:

Parent Involvement - Percent of parents with a child receiving special education services who report that schools facilitated parent involvement as a means of improving services and results for children with disabilities:

- 2017-18 target 85%

- c) Transition/Postsecondary -- SPP Indicator 1: Graduation Rates-Federal Uniform Graduation Rate. Percent of youth graduating high school with regular diploma with cohort and Standard Graduation Rate. Percent of youth exiting high school with a standard diploma regardless of cohort.

- 2017-18 targets- Federal 62.3% and Standard 89%

SPP Indicator 2: Dropout Rates-Federal dropout rates. Percentage of youth with IEPs dropping out of high school rates and Florida Dropout Rate

- 2017-18 target- Federal 10%

The new SPDG (2017-2022) has an added component, which aligns to the Teacher Leader portion of the BEESS Strategic plan,

- BEESS Indicator: Increase the knowledge and skills of all teachers working with SWD.

SPDG's initiatives have resulted in training, TA, resources and support to targeted school districts on evidence-based practices (C&C and SIM) for use in addressing district barriers to increasing the graduation rate, proficiency rate, and decreasing dropout rate. SPDG staff have participated as members of monitoring and district problem-solving teams. The SPDG Management project also works closely with the Parent Training Information (PTI) center and the Community Parent Resource Center (CPRC) to ensure information is made available to families. Through this collaboration, information about these initiatives is being made available to families in multiple languages.

The SPDG Management Team includes representation of key collaborators: i.e. Project 10: Transition Education Network, Florida Diagnostic and Learning Resources System/Human Resources Development, Problem Solving/Response to Intervention, Florida's Positive Behavioral Interventions Support, PTI or CPRC, district Exceptional Student Education (ESE) Director, implementation site administrator as well as Florida Department of Education's Office of Dropout Prevention.

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## Evaluation Plan

**Applicants will describe their methods to evaluate the product, service delivery, and training they provide. This description must address, if applicable, how the applicant will determine whether**

- **Recipients implemented or used the product, service delivery, and training received; and that**
- **The product, service product, and training achieved their intended outcomes.**

**Response:** Objective 1: The reports required by the United States Department of Education Office of Special Education and Rehabilitation Programs and BEESS to meet responsibilities in SPDG award are accurate and produced on time.

**Expected Outcome:** Annual Performance Report (APR) is written in collaboration with the external evaluators and provided to BEESS 20 days prior to due date.

**Key Questions:** Does the APR document successive improvements in implementation of evidence-based models (C&C and SIM™)?

**Data Sources:** Summary reports from surveys, external evaluator and affiliated projects as well as raw data

**Objective 2:** Establish supports for teachers of SWD to increase secondary-level core content knowledge.

**Expected Outcomes:** On line course or module developed to address high school-level math or science content and establish a process to reimburse districts for ESE teachers who add content area certifications to their teaching certificate.

**Key Questions:** Is course available and posted on professional development (PD) Portal? Are systems in place to process reimbursements?

**Data Sources:** Program Description Flyers, Summary reports in excel

**Objective 3:** Deliver PD opportunities to build capacity in the implementation of C&C or SIM targeting multiple levels of implementers.

**Expected Outcomes:**

- Three 1-day sessions of C&C Preparation and Implementation Training
- Four 2-day sessions of C&C Mentor Training
- Five 1-day C&C Mentor Refresher Blasts
- One 1-day Leadership Team Development or Reflect and Renew (C&C or SIM)
- Two virtual C&C Trainer re-certification sessions
- One 2-day SIM PDer and C&C Trainer session

**Key Question(s):**

- Did 90% of participants receive an 80% or higher on posttest?

- Did 90% of participants agree or strongly agree with items on event evaluation?
- Did 90% of participants rate Project Tracking System evaluation items 4 or higher?

Data Sources:

- Session announcements
- Attendance rosters
- Event evaluation summary reports
- Posttest summary reports
- PTS data

Objective 3: District Implementation Team plans are in process and draft budgets for SPDG support have been developed.

Expected Outcomes:

- Action Plans available
- Proposed Budget developed

Key Question(s):

- Are district structures in place or in development to support fidelity of implementation?
- Is Capacity Coach supported to assume co-facilitation role?

Indicators:

- Districts have clear path to continued implementation
- Improvements in student data recognized and continued training access is prioritized

Data Sources:

- Meeting notes
- District plans
- TA records

## Support for Strategic Plan and Reading, Math, and Science Initiatives

**Applicant must describe how the project will incorporate one or more of the Areas of Focus located in Florida's State Board of Education Strategic Plan and how the project will address the reading, math, and science initiatives, including the identification of targeted State Performance Plan (SPP) Indicators. For further guidance, use the following URLs for more information: <http://www.justreadflorida.com> and <http://www.fldoe.org/bii/oms.asp>.**

**Response:** This project closely aligns with the Florida's State Board of Education Strategic Plan goal to attain highest student achievement. One of the previous sections delineates the specific areas of the BEESS Strategic Plan addressed by this project, which directly aligns to the Florida's State Board of Education Strategic Plan. SIM PD content supports strategies to address student success in all areas of academic content. The implementation of SIM content enhancement routines and learning strategies addresses reading difficulties, identifies critical math and science content and assists in meeting the instructional challenges of diversity in students' ability and readiness for learning. C&C strongly supports individual student academic engagement and seeks to engage family members in providing support for academic engagement at home. C&C Mentors monitor student achievement in each secondary course and work with the student mentee to problem solve poor academic achievement on a weekly basis.

## General Education Provisions Act (GEPA)

**Applicant must describe how equitable access to and participation in its program for students, teachers, and other program beneficiaries with special needs will be provided in accordance with section 427 of the GEPA, Public Law 103-382. See this requirement at the following URL:**

<http://www.ed.gov/fund/grant/apply/appforms/gepa427.doc>.

**Response:** Effort will be made to ensure equitable access and equitable participation with the goal that the percentage of minority members involved in SPDG activities be representative of the community at large. All professionals who want to participate in activities, regardless of disability, race or gender will be included. SPDG personnel will facilitate any necessary accommodations.

Florida Gulf Coast University's efforts to ensure equitable access include:

1. Non-discriminatory practices in hiring, employment, student admission and public participation in university programs, services, and facilities;
2. Accessible campus facilities and provision of reasonable accommodation for students, employees, and persons with disabilities;
3. University guiding principles that express a commitment to diversity and the provision of diverse cultural, social and educational programs that are reflective of a pluralistic society;
4. Provision of training opportunities for university students, faculty and staff that help to foster the creation of an inclusive environment and support all university members to succeed in their endeavors.

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### Equitable Services

**In accordance with Public Law 107-110, Title IX, Part E Uniform Provisions, Subpart 1, Section 9501, the applicant must provide a detailed plan of action for providing consultation for equitable services to private school children and teachers with the LEA service area.**

**Response:** The SPDG Administration project provides equitable services to personnel employed by private schools by opening attendance at sponsored training events to individuals employed by private schools on a space available basis.

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## Baseline Data

The primary purpose of the five year State Personnel Development Grant (SPDG) is to support the Bureau of Exceptional Education and Student Services (BEESS) Strategic Plan 2013-2018 in meeting or exceeding the performance targets for Indicators 1, 2, and 3 for students with individual education plans (IEPs) and build district capacity to sustain the evidence based practices of Check and Connect and/or Strategic Instruction Model. The specific performance measure targets are detailed below:

Indicator #1 – Percent of youth with IEPs graduating from high school with a regular diploma

- BEESS State Identified Measurable Result (SIMR), Target for 2017-18: Increase graduation rate of students with disabilities to 62.3%.

Indicator #2 – Percent of youth with IEPs dropping out of high school

- FFY 2015 Part B State Performance Plan (SPP)/Annual Performance Report (APR) - Target for 2018: Decrease dropout rate of students with disabilities to 10%.

Indicator #3 – Participation and performance of children with disabilities on statewide assessments

- BEESS Strategic Performance Plan 2017-2018 target: Percentage of districts that meet the Annual Measurable Objective (AMO) targets for the disability subgroup.

|                        |               |               |
|------------------------|---------------|---------------|
| <i>Reading Targets</i> | 2012–13: >10% | 2017–18: >20% |
| <i>Math Targets</i>    | 2012–13: >15% | 2017–18: >30% |

- FFY 2015 Part B State Performance Plan (SPP)/Annual Performance Report (APR)

|                       |           |
|-----------------------|-----------|
| <i>Reading Target</i> | 2018: 66% |
| <i>Math Target</i>    | 2018: 66% |

Indicator 17: State Systemic Improvement Plan -

<http://www.fldoe.org/core/fileparse.php/7672/urlt/SSIP.pdf>

FFY 2015 State Performance Plan/Annual Performance Report -

<https://osep.grads360.org/#report/apr/2013B/publicView?state=FL>

SEA Profile 2017- <http://www.fldoe.org/core/fileparse.php/7672/urlt/SEAProfile17.pdf>

### **Indicator 1 and 2: Increase Graduation Rate and Decrease Dropout Rate**

Current data regarding graduation and dropout rates is presented below.

#### **Federal Uniform High School Graduation Rate:**

The number of first-time ninth graders from four years ago, plus incoming transfer students on the same schedule to graduate, minus students from this population who transferred out or left to enroll in a private school or home education divided into the

number of standard diploma graduates from the same group. The resulting percentages are reported for 2013-14 through 2015-16 for students with disabilities and all students.

**Table 1: Federal Uniform High School Graduation Rate**

|                                   | 2013-14 | 2014-15 | 2015-16 |
|-----------------------------------|---------|---------|---------|
| <b>Students with Disabilities</b> | 55%     | 57%     | 62%     |
| <b>All Students</b>               | 76%     | 78%     | 81%     |

**Standard Diploma Graduation Rate:**

The number of standard diploma graduates divided by the number of students with disabilities who completed their education (received either a standard diploma, GED, special diploma, certificate of completion or special certificate of completion) or dropped out. This graduation rate is calculated based on the total number of students with disabilities who exited school in a given year, rather than using the four-year cohort model described in the federal uniform graduation rate. The data are reported for the three year period from 2013-14 through 2015-16.

**Table 2: Standard Diploma Graduation Rate for Students with Disabilities**

|              | 2013-14 | 2014-15 | 2015-16 |
|--------------|---------|---------|---------|
| <b>State</b> | 60%     | 62%     | 64%     |

**Federal Dropout Rate for Students with Disabilities:**

The number of students who exited special education due to dropping out, divided by the number of students who graduated with a regular high school diploma, special diploma, certificate of completion, special certificate of completion, dropped out or died. The resulting percentages are reported for students with disabilities, students identified as emotionally/behaviorally disabled (EBD) and students identified as specific learning disabled (SLD) for the years 2013-14 through 2015-16.

**Table 3: Federal Dropout Rate for Students with Disabilities**

|                                   | 2013-14 | 2014-15 | 2015-16 |
|-----------------------------------|---------|---------|---------|
| <b>Students with Disabilities</b> | 19%     | 19%     | 17%     |
| <b>EBD Students</b>               | 39%     | 42%     | 38%     |
| <b>SLD Students</b>               | 19%     | 19%     | 18%     |

SEA Profile 2017- <http://www.fldoe.org/core/fileparse.php/7672/urlt/SEAProfile17.pdf>

Florida collects student exit data that identifies primary and secondary reasons for leaving school, as well as actions taken by school personnel to keep them enrolled and actions or influences that may have kept them in school. An analysis of this data for the

2010-2011 and 2011-2012 school years completed by the Project 10: Transition Education Network (a discretionary project supported by FDOE/BEES) provides some insight into why students with and without disabilities are dropping out and what they report would keep them in school. The top six primary reasons for dropping out included:

1. missed too many days of school and couldn't catch up
2. failing classes/could not keep up with schoolwork
3. did not like school
4. other reasons not specified
5. classes were not interesting/bored or
6. became a parent, pregnant, and/or experienced family problems.

The top six secondary reasons represent the same categories in a slightly different order. The six most common actions taken were:

1. counseling
2. discussed and offered options for continuing education
3. offered alternative options for graduation
4. discussed consequences of dropping out
5. scheduled a conference with parents and school staff and
6. discussed and offered participation in credit recovery course or program.

The top six potential factors identified that may have influenced these students to stay in school included:

1. opportunities for real world learning
2. better communication with parents
3. more individualized instruction
4. smaller classes
5. better communication with teachers and
6. increased parent involvement.

(Project 10, 2012)

The analysis of Florida data concerning the reasons why students drop out of school echoes national data reported in *Don't Call Them Dropouts: Understanding the Experiences of Young People Who Leave High School Before Graduation, May 2014*, Report from America's Promise Alliance and its Center for Promise at Tufts University with support from Target available at <https://www.americaspromise.org/report/dont-call-them-dropouts>

Check and Connect (C&C) was chosen as a model for implementation in Florida for a number of reasons but paramount was that "of the dropout interventions reviewed by the What Works Clearinghouse to date, "Check & Connect is the only intervention found to have strong evidence of positive effects for staying in school." (IES What Works Clearinghouse <http://ies.ed.gov/ncee/wwc/interventionreport.aspx?sid=78>) Check and Connect is focused on student engagement in four key areas; academic, cognitive, affective, and behavioral. C&C Mentors address many of the concerns highlighted in the analysis of student exit data in Florida.

**Indicator 3: Participation and Performance of Children with Disabilities on Statewide Assessments**

Data concerning current targets and performance for this indicator are discussed below.

**Table 4: Current Participation and Performance of Students with Disabilities on Statewide Assessment**

| Indicator                                                                               | 2015-16 State-Level Target                                                                                          | SEA Data      |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------|
| 3. Participation and performance of children with disabilities on statewide assessments | 99% of students with disabilities in grades three through ten will participate in statewide assessment for reading. | 94.73%        |
|                                                                                         | 99% of students with disabilities in grades three through ten will participate in statewide assessment for math.    | 95.04%        |
|                                                                                         | 51% of students with disabilities in grades three through ten will demonstrate proficiency in reading.              | Not available |
|                                                                                         | 51% of students with disabilities in grades three through ten will demonstrate proficiency in math.                 | Not available |

SEA Profile 2017- <http://www.fldoe.org/core/fileparse.php/7672/urlt/SEAProfile17.pdf>

BEES has historically supported training and development of capacity in the Strategic Instruction Model™ (SIM) developed by the University of Kansas – Center for Research on Learning. Beginning in 1985, with support from an OSEP personnel preparation grant, work began to create a SIM professional development network that included personnel from Florida Diagnostic Learning and Resource System (FDLRS), school districts, and the state university system. State funds have been committed to support the Florida SIM Network as a discretionary project with full-time staff to provide leadership and planning since the early 1990s. In 2008, the FDLRS Administration/HRD Project assumed responsibility for working with Florida’s SIM Professional Developers and this project continues to coordinate the following:

- Delivery of the biannual Florida Potential Professional Developers Institute (PPDI) and the annual Florida SIM Update

- SIM Advisory Committee meetings with SIM state leaders to ensure consistent delivery of SIM Learning Strategies and Content Enhancement Routines
- The development of a streamlined Florida SIM data collection process, including conducting a pilot study to create a data collection process for student outcome data from the implementation of SIM at the classroom level,
- Provision of technical assistance to SIM Mentors to facilitate the transition of PPDI apprentices to become certified SIM Professional Developers,
- The update, dissemination, and online posting of a variety of materials and resources for SIM professional development awareness.

While Florida has provided extensive support to the development of SIM Professional Developers, the SPDG of 2011-2017 is the first multiyear effort at supporting schools and districts with SIM implementation in classrooms. Currently, there are 169 certified SIM Professional Developers in Florida as well as 14 SIM apprentices working toward their certification. As part of the effort to ensure sustainability SPDG SIM has recruited and supported 5 individuals through certification, 10 individuals are currently serving their apprenticeship and 10 individuals are working on micro-credentialing. The SPDG SIM project uses the certified professional developers for the delivery of training and coaching of personnel working in the implementation districts and schools participating in the SPDG initiative.

**Table 5: SPDG Cohort 1**

In the first year of Florida's 2011-2017 SPDG, seventeen school districts were invited to apply for support to implement C&C or SIM. Seven districts executed sub awards, completed action planning activities, identified implementation schools, and engaged in ongoing implementation activity. A summary is provided below indicating the implementation sites and initiatives chosen in these seven districts.

|          | <b>District</b> | <b>Initiative Being Implemented</b> | <b>Participating Schools</b>                                                                                      |
|----------|-----------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>Levy</b>     | C&C                                 | Williston High<br>*Williston Middle                                                                               |
| <b>2</b> | <b>Madison</b>  | SIM                                 | Madison High<br>Madison Central (withdrew)                                                                        |
| <b>3</b> | <b>Pinellas</b> | SIM<br><br>C&C                      | Largo Middle and Largo High<br><br>Northeast High, Dixie Hollins High,<br>Meadowlawn Middle, Pinellas Park Middle |
| <b>4</b> | <b>Baker</b>    | SIM                                 | Baker High and Baker Middle                                                                                       |
| <b>5</b> | <b>Hardee</b>   | SIM                                 | Hardee Senior High, * Hardee Junior High                                                                          |
| <b>6</b> | <b>Hendry</b>   | C&C                                 | Labelle Middle and Labelle High<br>*Clewiston Middle and Clewiston High                                           |
| <b>7</b> | <b>Polk</b>     | SIM<br><br>C&C                      | Kathleen High, *Kathleen Middle, Lake<br>Gibson Middle, Lake Gibson High<br>Tenoroc High, Crystal Lake Middle     |

\*Indicates additional school implementing in year two

**Table 6: SPDG Cohort 2**

In year two 12 additional districts were invited to apply for implementation support and eight were selected for sub awards. Extensive professional development activities were conducted over the summer of 2014 with administrative teams and classroom personnel. The table below provides a summary of the initiatives selected and the schools where implementation began in the 2013-14 school year.

|   | <b>District</b>     | <b>Initiative Being Implemented</b> | <b>Participating Schools</b>                                                                   |
|---|---------------------|-------------------------------------|------------------------------------------------------------------------------------------------|
| 1 | <b>Charlotte</b>    | C&C                                 | Punta Gorda Middle, Murdock Middle, Port Charlotte Middle, Charlotte High, Port Charlotte High |
| 2 | <b>Dade</b>         | C&C                                 | Riviera Middle, Southwest High                                                                 |
| 3 | <b>Desoto</b>       | SIM and C&C                         | Desoto Middle and Desoto High                                                                  |
| 4 | <b>Gadsden</b>      | C&C                                 | East Gadsden High, West Gadsden High, James Shanks Middle, Carter Parramore Academy            |
| 5 | <b>Hillsborough</b> | C&C                                 | Sligh Middle, Pierce Middle, Leto High, Middleton High                                         |
| 6 | <b>Jefferson</b>    | SIM and C&C                         | Jefferson Middle/High                                                                          |
| 7 | <b>Okeechobee</b>   | C&C                                 | Okeechobee Freshman Campus, Okeechobee High                                                    |
| 8 | <b>Taylor</b>       | C&C                                 | Taylor Middle, Taylor High, Taylor Technical Institute-ACE program                             |

**Table 7: SPDG Cohort 3 Scaling up by School**

As the SPDG projects worked closely with schools and districts, some of the barriers and challenges encountered lay in successfully supporting scale up and sustainability. One of the largest hurdles has been in very large districts both in establishing funding flow as well as implementing on a large enough scale to actually have some impact. As a result, through work with the Office of Special Education Programs (OSEP) at the United States Department of Education (USDOE) a modified plan for scale up was approved. This will allow scale up by school within some of the existing districts in addition to scaling up by the number of districts. The table below lists new schools being supported to implement in the 2015-16 school year as well as the addition of three districts.

| <b>District</b>  | <b>Initiative Being Implemented</b> | <b>Participating Schools</b>                                                                               |
|------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Bradford</b>  | C&C                                 | Bradford Middle and Bradford High                                                                          |
| <b>Charlotte</b> | C&C<br>SIM                          | The Academy<br>Lemon Bay High, LA Ainger Middle, Port Charlotte Middle, Punta Gorda Middle, Charlotte High |
| <b>Dade</b>      | C&C                                 | Norland Middle, Norland High                                                                               |
| <b>Hendry</b>    | SIM                                 | Labelle Middle and Labelle High                                                                            |

|                  |     |                                                                                                                                                                                             |
|------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pinellas</b>  | C&C | Oak Grove Middle, Azalea Middle, Palm Harbor Middle, Palm Harbor High, Seminole Middle, Clearwater High, Gibbs High, Largo High                                                             |
|                  | SIM | Azalea Middle, Bay Point Middle, Clearwater Intermediate, Dunedin Highland Middle, Oak Grove Middle, Clearwater High, Dunedin High, Gibbs High, Lakewood High, Calvin Hunsinger Middle/High |
| <b>Highlands</b> | C&C | Avon Park Middle, Avon Park High, Lake Placid Middle, Lake Placid High, Hill-Gustat Middle, Sebring Middle, Sebring High                                                                    |
| <b>Polk</b>      | C&C | Lake Gibson High                                                                                                                                                                            |
|                  | SIM | Tenoroc High                                                                                                                                                                                |
| <b>Volusia</b>   | C&C | Deland Middle, Deland High, Campbell Middle, Mainland High, Taylor Middle, Atlantic High                                                                                                    |

**Table 8: SPDG Final Cohort**

The table below lists new districts or existing districts with new schools being supported to implement in the 2016-17 school year as well as the addition of one district.

| <b>District</b>  | <b>Initiative Being Implemented</b> | <b>Participating Schools</b>                                                               |
|------------------|-------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Charlotte</b> | C&C                                 | Lemon Bay High, LA Ainger Middle                                                           |
|                  | SIM                                 | Murdock Middle, Charlotte High                                                             |
| <b>Dade</b>      | C&C                                 | Georgia Jones Middle, Miami Jackson Senior High, Homestead Middle, Homestead High          |
| <b>Holmes</b>    | C&C                                 | Poplar Springs High, Bethlehem High, Ponce DeLeon High, Holmes County High, Bonifay Middle |
| <b>Jackson</b>   | C&C                                 | Marianna Middle, Marianna High                                                             |

|        |     |                                |
|--------|-----|--------------------------------|
| Putnam | C&C | Price Middle, Interlachen High |
|--------|-----|--------------------------------|

**Table 9: Data for All SPDG Districts for Previous Five Years**

The table below provides data on the three target indicators for each of the districts SPDG has partnered with or has targeted for future partnering.

| District        | Year    | Federal Uniform Graduation Rate for Students with Disabilities | Federal Dropout Rate for Students with Disabilities | Year    | Student Proficiency Reading | Student Proficiency Math |
|-----------------|---------|----------------------------------------------------------------|-----------------------------------------------------|---------|-----------------------------|--------------------------|
| <b>Baker</b>    | 2011-12 | 50%                                                            | 23%                                                 | 2010-11 | 33.33%                      | 38.1%                    |
|                 | 2012-13 | 52%                                                            | 6 %                                                 | 2011-12 | 38.19%                      | 44.40%                   |
|                 | 2013-14 | 68%                                                            | 8%                                                  | 2012-13 | 37.27%                      | 42.59%                   |
|                 | 2014-15 | 56%                                                            | 21%                                                 | 2013-14 | 32.6%                       | 38.99%                   |
| <b>Bradford</b> | 2015-16 | 50%                                                            | 4%                                                  | 2015-16 | N/A                         | N/A                      |
|                 | 2011-12 | 45%                                                            | 17%                                                 | 2010-11 | 21.16%                      | 17.77%                   |
|                 | 2012-13 | 34%                                                            | 38%                                                 | 2011-12 | 21.69%                      | 21.07%                   |
|                 | 2013-14 | 58%                                                            | 16%                                                 | 2012-13 | 24.44%                      | 25.00%                   |
| [REDACTED]      | 2014-15 | 69%                                                            | 19%                                                 | 2013-14 | 20.19%                      | 20.24%                   |
|                 | 2015-16 | 69%                                                            | <1%                                                 | 2015-16 | N/A                         | N/A                      |
|                 | 2011-12 | 65%                                                            | 26%                                                 | 2010-11 | 33.89%                      | 34.48%                   |
|                 | 2012-13 | 58%                                                            | 19%                                                 | 2011-12 | 31.44%                      | 32.36%                   |
| [REDACTED]      | 2013-14 | 55%                                                            | 22%                                                 | 2012-13 | 30.41%                      | 30.69%                   |
|                 | 2014-15 | 54%                                                            | 29%                                                 | 2013-14 | 26.25%                      | 28.97%                   |
|                 | 2015-16 | 66%                                                            | 22%                                                 | 2015-16 | N/A                         | N/A                      |
|                 | 2011-12 | 52%                                                            | 28%                                                 | 2010-11 | 27.35%                      | 30.34%                   |
| [REDACTED]      | 2012-13 | 64%                                                            | 19%                                                 | 2011-12 | 28.07%                      | 31.19%                   |
|                 | 2013-14 | 64%                                                            | 21%                                                 | 2012-13 | 29.55%                      | 33.51%                   |
|                 | 2014-15 | 66%                                                            | 21%                                                 | 2013-14 | 26.23%                      | 27.59%                   |
|                 | 2015-16 | 69%                                                            | 23%                                                 | 2015-16 | N/A                         | N/A                      |
| <b>Desoto</b>   | 2011-12 | 46%                                                            | 39%                                                 | 2010-11 | 24.12%                      | 23.81%                   |
|                 | 2012-13 | 44%                                                            | 26%                                                 | 2011-12 | 17.66%                      | 21.94%                   |
|                 | 2013-14 | 52%                                                            | 23%                                                 | 2012-13 | 21.71%                      | 21.17%                   |
|                 | 2014-15 | 33%                                                            | 54%                                                 | 2013-14 | 23.18%                      | 26.10%                   |
| <b>Gadsden</b>  | 2015-16 | 37%                                                            | 33%                                                 | 2015-16 | N/A                         | N/A                      |
|                 | 2011-12 | 24%                                                            | 35%                                                 | 2010-11 | 25.00%                      | 35.86%                   |
|                 | 2012-13 | 40%                                                            | 19%                                                 | 2011-12 | 23.58%                      | 36.57%                   |
|                 | 2013-14 | 26%                                                            | 33%                                                 | 2012-13 | 26.61%                      | 36.29%                   |
| <b>Hardee</b>   | 2014-16 | 21%                                                            | 50%                                                 | 2013-14 | 23.57%                      | 32.68%                   |
|                 | 2015-16 | 40%                                                            | 28%                                                 | 2015-16 | N/A                         | N/A                      |
|                 | 2011-12 | 33%                                                            | 41%                                                 | 2010-11 | 15.48%                      | 25.90%                   |
|                 | 2012-13 | 43%                                                            | 29%                                                 | 2011-12 | 20.51%                      | 24.23%                   |
| [REDACTED]      | 2013-14 | 45%                                                            | 36%                                                 | 2012-13 | 21.62%                      | 27.33%                   |
|                 | 2014-15 | 37%                                                            | 44%                                                 | 2013-14 | 22.54%                      | 26.68%                   |

|                   |         |     |     |         |        |        |
|-------------------|---------|-----|-----|---------|--------|--------|
|                   | 2015-16 | 41% | 24% | 2015-16 | N/A    | N/A    |
|                   | 2011-12 | 49% | 21% | 2010-11 | 19.87% | 28.29% |
|                   | 2012-13 | 48% | 27% | 2011-12 | 18.02% | 25.64% |
|                   | 2013-14 | 63% | 29% | 2012-13 | 19.43% | 26.90% |
|                   | 2014-15 | 66% | 24% | 2013-14 | 20.70% | 25.60% |
|                   | 2015-16 | 67% | 19% | 2015-16 | N/A    | N/A    |
|                   | 2011-12 | 29% | 29% | 2010-11 | 28.20% | 33.83% |
|                   | 2012-13 | 28% | 32% | 2011-12 | 26.97% | 32.31% |
|                   | 2013-14 | 35% | 22% | 2012-13 | 27.39% | 33.22% |
|                   | 2014-15 | 25% | 23% | 2013-14 | 24.36% | 30.69% |
|                   | 2015-16 | 39% | 12% | 2015-16 | N/A    | N/A    |
|                   | 2011-12 | 44% | 11% | 2010-11 | 28.02% | 28.43% |
|                   | 2012-13 | 50% | 11% | 2011-12 | 26.35% | 29.07% |
|                   | 2013-14 | 51% | 11% | 2012-13 | 28.15% | 29.58% |
|                   | 2014-15 | 53% | 15% | 2013-14 | 23.75% | 28.57% |
|                   | 2015-16 | 58% | 17% | 2015-16 | N/A    | N/A    |
| <b>Holmes</b>     | 2011-12 | 46% | 22% | 2010-11 | 30.67% | 29.67% |
|                   | 2012-13 | 60% | 18% | 2011-12 | 28.34% | 31.62% |
|                   | 2013-14 | 36% | 29% | 2012-13 | 25.47% | 23.77% |
|                   | 2014-15 | 48% | 23% | 2013-14 | 19.05% | 23.70% |
|                   | 2015-16 | 50% | 24% | 2015-16 | N/A    | N/A    |
|                   | 2011-12 | 35% | 28% | 2010-11 | 29.42% | 32.00% |
|                   | 2012-13 | 45% | 22% | 2011-12 | 32.62% | 36.95% |
|                   | 2013-14 | 49% | 6%  | 2012-13 | 33.13% | 39.04% |
|                   | 2014-15 | 39% | 11% | 2013-14 | 32.81% | 38.22% |
|                   | 2015-16 | 47% | 17% | 2015-16 | N/A    | N/A    |
| <b>Jefferson</b>  | 2011-12 | 15% | 18% | 2010-11 | 12.50% | 13.85% |
|                   | 2012-13 | <1% | <1% | 2011-12 | 16.13% | 20.00% |
|                   | 2013-14 | <1% | <1% | 2012-13 | 11.59% | 17.74% |
|                   | 2014-15 | <1% | <1% | 2013-14 | 21.82% | 22.95% |
|                   | 2015-16 | 78% | <1% | 2015-16 | N/A    | N/A    |
| <b>Levy</b>       | 2011-12 | 50% | 8%  | 2010-11 | 25.27% | 27.86% |
|                   | 2012-13 | 63% | 14% | 2011-12 | 24.64% | 33.14% |
|                   | 2013-14 | 55% | 13% | 2012-13 | 23.45% | 31.31% |
|                   | 2014-15 | 59% | 2%  | 2013-14 | 21.18% | 29.12% |
|                   | 2015-16 | 67% | 5%  | 2015-16 | N/A    | N/A    |
| <b>Madison</b>    | 2011-12 | 52% | 12% | 2010-11 | 17.68% | 17.58% |
|                   | 2012-13 | 35% | <1% | 2011-12 | 19.58% | 15.87% |
|                   | 2013-14 | 57% | <1% | 2012-13 | 22.22% | 22.46% |
|                   | 2014-15 | 59% | <1% | 2013-14 | 16.89% | 18.38% |
|                   | 2015-16 | 73% | <1% | 2015-16 | N/A    | N/A    |
| <b>Okeechobee</b> | 2011-12 | 40% | 36% | 2010-11 | 23.46% | 22.79% |
|                   | 2012-13 | 41% | 44% | 2011-12 | 22.65% | 28.08% |
|                   | 2013-14 | 43% | 24% | 2012-13 | 21.49% | 26.40% |
|                   | 2014-15 | 42% | 18% | 2013-14 | 19.19% | 21.87% |
|                   | 2015-16 | 53% | 29% | 2015-16 | N/A    | N/A    |
| <b>Pinellas</b>   | 2011-12 | 42% | 18% | 2010-11 | 27.76% | 27.27% |
|                   | 2012-13 | 40% | 28% | 2011-12 | 26.93% | 26.64% |
|                   | 2013-14 | 49% | 16% | 2012-13 | 27.43% | 27.63% |
|                   | 2014-15 | 53% | 22% | 2013-14 | 24.22% | 28.79% |

|                |         |     |     |         |        |        |
|----------------|---------|-----|-----|---------|--------|--------|
| <b>Polk</b>    | 2015-16 | 58% | 19% | 2015-16 | N/A    | N/A    |
|                | 2011-12 | 36% | 44% | 2010-11 | 19.99% | 22.00% |
|                | 2012-13 | 43% | 41% | 2011-12 | 19.05% | 22.07% |
|                | 2013-14 | 42% | 33% | 2012-13 | 19.83% | 22.39% |
|                | 2014-15 | 42% | 36% | 2013-14 | 17.73% | 20.85% |
|                | 2015-16 | 46% | 35% | 2015-16 | N/A    | N/A    |
|                | 2011-12 | 32% | 18% | 2010-11 | 25.2%  | 22.2%  |
|                | 2012-13 | 29% | 24% | 2011-12 | 27.61% | 34.35% |
|                | 2013-14 | 33% | 21% | 2012-13 | 28.42% | 36.29% |
|                | 2014-15 | 29% | 29% | 2013-14 | 24.60% | 32.08% |
| <b>Taylor</b>  | 2015-16 | 36% | 18% | 2015-16 | N/A    | N/A    |
|                | 2011-12 | 27% | 40% | 2010-11 | 34.48% | 40.58% |
|                | 2012-13 | 36% | 22% | 2011-12 | 36.32% | 47.39% |
|                | 2013-14 | 26% | 36% | 2012-13 | 36.57% | 43.41% |
|                | 2014-15 | 43% | 8%  | 2013-14 | 25.13% | 35.83% |
| <b>Volusia</b> | 2015-16 | 33% | 16% | 2015-16 | N/A    | N/A    |
|                | 2011-12 | 43% | 14% | 2010-11 | 23.07% | 22.46% |
|                | 2012-13 | 43% | 13% | 2011-12 | 22.20% | 24.75% |
|                | 2013-14 | 47% | 10% | 2012-13 | 23.04% | 26.64% |
|                | 2014-15 | 46% | 16% | 2013-14 | 19.56% | 25.66% |
|                | 2015-16 | 60% | 15% | 2015-16 | N/A    | N/A    |

\*Highlight colors of district indicate district size: yellow=small/rural, green=very large, aqua=large, and pink=medium. Blue ink are those districts that have withdrawn from SPDG implementation support.

Highlights from Florida's Annual Performance Report (APR) to OSEP submitted April 2017 include;

- Florida's C&C implementation has significantly decreased reliance on the Institute of Community Integration at the University of Minnesota to deliver training and technical assistance. Effective October 1, 2015 (year four), all Preparation and Implementation, Mentor, Coordinator, and Refresher Blast sessions are delivered by Florida-based personnel who have completed the train-the-trainer process. Additionally, SPDG personnel have developed additional sessions to support implementation and continual improvement of C&C implementation based on data collected and application of implementation science structures.
- Effort data has been collected and SPDG personnel plan to share this in district specific formats. The C&C project has provided professional development to 2,450 district and school personnel, prepared 1,414 as mentors; and supported 36 to obtain trainer certification (with an additional 17 in apprentice trainer pipeline). SIM has provided professional development to 868 district and school personnel, 511 teachers have participated in coaching and other follow up activities and 15 individuals are SIM apprentices or have received certification as SIM Professional Developers.

- The SPDG SIM personnel have developed sessions for school administrators using a SIM strategy to orient them as well as teach how SIM aligns with multiple school initiatives and priorities.
- Home-school communication was addressed in both the Coordinator Satisfaction and Mentor Satisfaction Surveys – Of the 17 Coordinators responding, 14 (82%) indicated that home-school communication increased as a result of the implementation while 168 of the 225 Mentors (77%) reported an increase. Parent surveys both online or in hard copy (English and Spanish) are currently ongoing, data will be available in the next report. All mentors currently reporting data (cohort 2 and 3 schools) report a total of 488 face-to-face meetings with family members during this reporting period.

In the BEESS survey of districts regarding discretionary projects:

- 91% of those responding strongly agree, agree, or are neutral concerning SPDG at FGCU's provision of high quality services, responsiveness to district needs, and provision of assistance in meeting district needs in 2017.

An application for another five-year SPDG which continues to focus on implementation of Check and Connect (C&C) and the Strategic Instruction Model (SIM) was awarded in Aug. 2017 with an effective date of Oct 1, 2017. Directly aligned with the State Identified Measurable Result (SIMR) of increased graduation rate and embedded into Florida's State Systemic Improvement Plan (SSIP) the new grant includes some changes in the implementation support that will be provided to districts. These changes present an opportunity to strengthen sustainability and were built on an analysis of stakeholder feedback as well as ongoing evaluation data.

The new way of work includes developing or strengthening preparation and infrastructure in the district to lead the implementation initiative (SIM and/or C&C) as well as strengthening existing sustainability plans. Districts that participated in the previous SPDG will have assistance to assess current status and build an action plan for assuming responsibility for initiative oversight. Financial support will be identified after action plan development and prioritization has been completed. Plans will include bringing together applicable functions across the district to allow a gradual release from SPDG support. This new way of work will also be used in bringing on board any new districts.

Florida Gulf Coast University

State Personnel Development Grant (2017-2022) 361-1708A-8C001

Products

| No. | Type          | Title/Description                                                                                                                                                                                                                                                                                                                 | BEES Strategic Plan       | Indicators          | Source Documentation Maintained by the Project to Support the Deliverable                                                      | Funding Source (Federal or State General Revenue) | Total Budget for Deliverable | Performance Requirements: Grant Year Total Deliverable Units | Cost Per Unit | Performance Targets/ Deliverable Units to be Completed per Quarter |
|-----|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|--------------------------------------------------------------|---------------|--------------------------------------------------------------------|
| 1   | Analytical    | Office of Special Education Programs (OSEP) Performance Report<br>Oversee the development of the OSEP Annual Performance Report (APR) in collaboration with the external evaluator and ensure submission by the deadline. The APR is typically due in May. OSEP sets the requirements for what must be included in these reports. | Transition/ Postsecondary | SPP 1, SPP 2, SPP 3 | The final report is submitted to Bureau of Exceptional Education and Student Services (BEES) for submission in the G-5 system. | Federal                                           | 55,035.00                    | 1.00                                                         | 55,035.00     | Qtr.I: 0.00<br>Qtr.II: 0.00<br>Qtr.III: 1.00<br>Qtr.IV: 0.00       |
| 2   | Informational | Design program and marketing materials<br>Develop and disseminate program description and process for reimbursement to districts for Exceptional Student Education (ESE) teacher expenses of adding certification subjects in secondary math or science.                                                                          | Teachers and Leaders      | SPP 1, SPP 2, SPP 3 | Program description approved by BEES; Marketing Materials disseminated                                                         | Federal                                           | 5,158.00                     | 2.00                                                         | 2,579.00      | Qtr.I: 0.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 0.00       |
| 3   | Instructional | Course Development<br>Contract for development of online preparation module for teachers seeking to strengthen content knowledge in secondary math.                                                                                                                                                                               | Teachers and Leaders      | SPP 1, SPP 2, SPP 3 | Contract with FCIM; Course available in professional development (PD) Portal                                                   | Federal                                           | 43,158.00                    | 1.00                                                         | 43,158.00     | Qtr.I: 1.00<br>Qtr.II: 0.00<br>Qtr.III: 0.00<br>Qtr.IV: 0.00       |

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Training

| No.  | Type                             | Title/Description                                                                                                                                                                                                                                            | BEES Strategic Plan       | Indicators          | Source Documentation Maintained by the Project to Support the Deliverable                        | Funding Source (Federal or State General Revenue) | Total Budget for Deliverable | Performance Requirements: Grant Year Total Deliverable Units | Cost Per Unit | Performance Targets/ Deliverable Units to be Completed per Quarter |
|------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|--------------------------------------------------------------|---------------|--------------------------------------------------------------------|
| 1    | Facilitation of a Training Event | <u>Annual Session on Professional Learning</u><br>Facilitate delivery of annual summer session for Check and Connect (C&C) trainers and Strategic Instruction Model (SIM) Professional Developers (PDers) regarding best practices in PD and adult learning. | Transition/Post-secondary | SPP 1, SPP 2, SPP 3 | Training announcements; participant lists; post-test results; event evaluations for each session | Federal                                           | 13,043.00                    | 1.00                                                         | 13,043.00     | Qtr.I: 0.00<br>Qtr.II: 0.00<br>Qtr.III: 0.00<br>Qtr.IV: 1.00       |
| 2    | Facilitation of a Training Event | <u>C&amp;C Train the Trainer (TTT)</u><br>Facilitate delivery of one session of C&C TTT. This deliverable is necessary to allow Florida to continue decreasing dependence on trainers from out of state.                                                     | Transition/Post-secondary | SPP 1, SPP 2, SPP 3 | Training announcements; participant lists; post-test results; event evaluations for each session | Federal                                           | 13,043.00                    | 1.00                                                         | 13,043.00     | Qtr.I: 0.00<br>Qtr.II: 1.00<br>Qtr.III: 0.00<br>Qtr.IV: 0.00       |
| 49 3 | Facilitation of a Training Event | <u>C&amp;C Trainings</u><br>Facilitate delivery of C&C Preparation and Implementation, Mentor, Mentor Refresher Blast, Coordinator Orientation and/or Leadership, Reflect and Renew in a variety of locations near implementation districts.                 | Transition/Post-secondary | SPP 1, SPP 2, SPP 3 | Training announcements; participant lists; post-test results; event evaluations for each session | Federal                                           | 104,034.00                   | 10.00                                                        | 10,403.40     | Qtr.I: 0.00<br>Qtr.II: 1.00<br>Qtr.III: 5.00<br>Qtr.IV: 4.00       |
| 4    | Provision of Training            | <u>C&amp;C Trainings</u><br>Provide C&C Preparation and Implementation, Mentor, Refresher Blast, Leader Reflect and Renew, and/or Coordinator Orientation training as necessary to assist target districts.                                                  | Transition/Post-secondary | SPP 1, SPP 2, SPP 3 | Training announcements; participant lists; post-test results; event evaluations for each session | Federal                                           | 27,932.00                    | 4.00                                                         | 6,983.00      | Qtr.I: 1.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 1.00       |
| 5    | Provision of Training            | <u>Orientation to District Implementation Team (DIT) Model</u><br>Provide orientation to implementation science, new SPDG and DIT model for building stronger district ownership and support.                                                                | Transition/Post-secondary | SPP 1, SPP 2, SPP 3 | Training announcements; participant lists; post-test results; event evaluations for each session | Federal                                           | 17,608.00                    | 3.00                                                         | 5,869.33      | Qtr.I: 0.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 1.00       |

Service Delivery

| No. | Type     | Title/Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | BEES Strategic Plan               | Indicators          | Source Documentation Maintained by the Project to Support the Deliverable | Funding Source (Federal or State General Revenue) | Total Budget for Deliverable | Performance Requirements: Grant Year Total Deliverable Units | Cost Per Unit | Performance Targets/ Deliverable Units to be Completed per Quarter |
|-----|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------|---------------------------------------------------------------------------|---------------------------------------------------|------------------------------|--------------------------------------------------------------|---------------|--------------------------------------------------------------------|
| 1   | Direct   | <p><u>Develop and Manage Sub Awards</u><br/>                     Provide sub awards, agreements or purchase orders to SPDG implementation districts, partnering parent organizations, Institute for Community Integration (home of C&amp;C), external evaluators, database developer and training facilities. Process payments to implement C&amp;C and/or SIM activities within the state. This deliverable includes oversight of agreement execution and management of compliance with responsibilities outlined in agreements. Invoices are required on a quarterly basis once a contract is in place.</p> | Transition/ Post-secondary        | SPP 1, SPP 2, SPP 3 | Contracts; Quarterly invoices                                             | Federal                                           | 515,527.00                   | 34.00                                                        | 15,162.56     | Qtr.I: 4.00<br>Qtr.II: 7.00<br>Qtr.III: 10.00<br>Qtr.IV: 13.00     |
| 2   | Indirect | <p><u>BEES Collaboration</u><br/>                     Partner with BEES as requested to support statewide efforts in order to achieve successful implementation. This may include serving on district monitoring teams and participating in problem solving team meetings as appropriate. Alignment of these activities with the project has proven very helpful in enabling districts to integrate the C&amp;C or SIM implementation into district and school improvement plans.</p>                                                                                                                         | Dispute Resolution and Monitoring | SPP 1, SPP 2        | Meeting agenda; Notes                                                     | Federal                                           | 12,708.00                    | 4.00                                                         | 3,177.00      | Qtr.I: 1.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 1.00       |

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|   |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |                           |                                                    |         |           |       |          |                                                               |
|---|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------|----------------------------------------------------|---------|-----------|-------|----------|---------------------------------------------------------------|
| 3 | Indirect              | <u>Certification Program Reimbursements</u><br>Process reimbursements to districts for ESE teacher expenses of adding certification subjects in secondary math or science.                                                                                                                                                                                                                                                                                                                                         | Teachers and Leaders      | SPP 1,<br>SPP 2,<br>SPP 3 | Invoices from 15 Districts; Certification evidence | Federal | 78,860.00 | 15.00 | 5,257.33 | Qtr.I: 0.00<br>Qtr.II: 0.00<br>Qtr.III: 0.00<br>Qtr.IV: 15.00 |
| 4 | Leadership Activities | <u>New SPDG Guidance</u><br>Develop and disseminate new SPDG process documents. In collaboration with SPDG SIM and SPDG C&C, develop new application materials, readiness and/or preparation assessment tools, milestones, timelines, funding guidelines, roles and responsibilities and, when approved by BESS, share with new and existing districts.                                                                                                                                                            | Transition/Post-secondary | SPP 1,<br>SPP 2,<br>SPP 3 | Documents approved and disseminated                | Federal | 15,474.00 | 6.00  | 2,579.00 | Qtr.I: 6.00<br>Qtr.II: 0.00<br>Qtr.III: 0.00<br>Qtr.IV: 0.00  |
| 5 | Leadership Activities | <u>Provide state leadership for SPDG activities</u><br>Convene SPDG Management Team for quarterly meetings, serve as point of contact for inquiries related to participation in training and or enrolling as a new district.                                                                                                                                                                                                                                                                                       | Transition/Post-secondary | SPP 1,<br>SPP 2,<br>SPP 3 | Meeting agendas; Notes                             | Federal | 25,948.00 | 4.00  | 6,487.00 | Qtr.I: 1.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 1.00  |
| 6 | Leadership Activities | <u>Support DIT</u><br>As new districts are identified develop, in collaboration with district personnel, a DIT to oversee implementation and school site selection. This work includes establishing effective processes for data collection, progress monitoring, communication protocols, identification of a capacity coach and establishing reporting schedules. Additionally, the DIT will develop a district specific plan and budget to address specific supports needed to ensure effective implementation. | Transition/Post-secondary | SPP 1,<br>SPP 2,<br>SPP 3 | Meeting notes; Budgets; District Plans             | Federal | 54,159.00 | 34.00 | 1,592.91 | Qtr.I: 3.00<br>Qtr.II: 6.00<br>Qtr.III: 9.00<br>Qtr.IV: 16.00 |

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|        |                          |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                           |                                                 |         |              |        |          |                                                              |
|--------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------|-------------------------------------------------|---------|--------------|--------|----------|--------------------------------------------------------------|
| 7      | Leadership<br>Activities | <u>Support SPDG SIM and SPDG C&amp;C Projects</u><br>Support both SPDG projects (C&C and SIM) in problem solving and delivering technical assistance to schools and districts in implementation cohort. Attend meetings as requested, provide guidance and support via regular contact with project managers, consultants and evaluator, and weave parent organization responsibilities into implementation plans. | Transition/<br>Post-<br>secondary | SPP 1,<br>SPP 2,<br>SPP 3 | Meeting notes;<br>Emails                        | Federal | 61,056.00    | 16.00  | 3,816.00 | Qtr.I: 4.00<br>Qtr.II: 4.00<br>Qtr.III: 4.00<br>Qtr.IV: 4.00 |
| 8      | Leadership<br>Activities | <u>System of support for C&amp;C trainers</u><br>Develop structure to ensure ongoing support and development for Florida's C&C trainers.                                                                                                                                                                                                                                                                           | Transition/<br>Post-<br>secondary | SPP 1,<br>SPP 2,<br>SPP 3 | Program<br>descriptors;<br>Quarterly<br>updates | Federal | 25,540.00    | 4.00   | 6,385.00 | Qtr.I: 1.00<br>Qtr.II: 1.00<br>Qtr.III: 1.00<br>Qtr.IV: 1.00 |
| Total: |                          |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                           |                                                 |         | 1,068,283.00 | 140.00 | 0.00     |                                                              |

**FLORIDA DEPARTMENT OF EDUCATION BUDGET DESCRIPTION FORM**

State Personnel Development Grant (2017-2022) 2017-2018

**A) Name of Eligible Recipient/Fiscal Agent:**

Florida Gulf Coast University

**B) DOE Assigned Project Number:**

361-1708A-8C001

**C) TAPS Number:**

18C065

|       | (1)      | (2)    | (3)                                                                                                                                                                                                                                               | (4)  | (5)          | (6)                         |                                                                                                                   |
|-------|----------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------|
| count | Function | Object | Account Title and Description                                                                                                                                                                                                                     | FTE  | Amount       | % Allocated to this Project | REVIEW STATUS<br>Reasonable<br>Allowable<br>Necessary                                                             |
| 1     | 9999     | 110000 | <u>PERS SERV-SALARY AND WAGES</u> Salary-Director responsible for all project activities and deliverables (82,040.00) 3 months (Oct-Dec)                                                                                                          | 0.25 | \$5,128.00   | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 2     | 9999     | 110000 | <u>PERS SERV-SALARY AND WAGES</u> Salary-Director responsible for all project activities and deliverables (82,040.00) 9 months (Jan.-June)                                                                                                        | 0.5  | \$30,765.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 3     | 9999     | 110000 | <u>PERS SERV-SALARY AND WAGES</u> Salary- Office Manager responsible for data and budget management and general support to implement project activities and deliverables (34,400) 9 months                                                        | 1    | \$25,400.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 4     | 9999     | 110000 | <u>PERS SERV-SALARY AND WAGES</u> Salary- Program Assistant provide support with data entry, event registrations, surveys and teacher certification reimbursement project.(32000)                                                                 | 0.5  | \$16,000.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 5     | 9999     | 131000 | Contractual- University of Minnesota (UMN) contract for ongoing training and technical assistance to continue scale up C&C. This allows train the trainer, evaluation support and coaching. This contract is in the budget of the original award. | 0    | \$98,957.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 6     | 9999     | 131000 | Contractual- District reimbursement for ESE teachers who add academic content areas to teaching certificate. Funds available calculation based on number of students with disabilities served in the district.                                    | 0    | \$78,860.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 7     | 9999     | 131000 | Contractual- Course Development by Florida Center for Interactive Media (FCIM).This course will be an online platform targeting increased knowledge and skills for teachers with core academic content.                                           | 0    | \$40,000.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 8     | 9999     | 131000 | Contractual- SIGnetwork annual fee-required in grant award.                                                                                                                                                                                       | 0    | \$4,000.00   | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 9     | 9999     | 131000 | Contractual- fees for facility rentals for training sessions at \$1000 a day for 10 sessions                                                                                                                                                      | 0    | \$10,000.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 10    | 9999     | 131000 | Contractual-External Evaluator Noonan, Gaumer,Erickson,LLC as required by OSEP. This contract is delineated in the original grant proposal for the OSEP funding award.                                                                            | 0    | \$100,000.00 | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 11    | 9999     | 131000 | Contractual- Hotel contracts for overnight rooms for 10 events estimated at 30 rooms at \$130 per night.                                                                                                                                          | 0    | \$39,000.00  | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 12    | 9999     | 131000 | Contractual- Parent to Parent of Miami for translation and editing of family materials                                                                                                                                                            | 0    | \$5,000.00   | 100.00%                     | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |

|    |      |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |              |         |                                                                                                                   |
|----|------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------|---------|-------------------------------------------------------------------------------------------------------------------|
| 13 | 9999 | 131000 | Contractual-Sub awards to districts to support implementation, providing reimbursement for items such as travel, substitutes or staff time to attend training or facilitated planning time, or classroom materials for SIM implementation. Calculated at an average of \$11,000 per school X 41 schools. District Implementation Teams will work with SPDG personnel to determine funding priorities. Funds will be differentiated based on size and need. In addition 31000 for support of C&C trainers and SIM Professional Developers (PDers) calculated at \$1000 per person to support travel and or other costs associated with completion of SIM PDer certification requirements. | 0 | \$482,000.00 | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 14 | 9999 | 151000 | <u>SOCIAL SECURITY</u> Fringe -FICA Medicare @1.45% for Program Assistant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0 | \$232.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 15 | 9999 | 151000 | <u>SOCIAL SECURITY</u> Fringe -FICA Medicare @1.45% for Director & Office Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0 | \$889.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 16 | 9999 | 151000 | <u>SOCIAL SECURITY</u> Fringe-FICA Social Security OAS @ 6.2% for Director and Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 | \$3,800.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 17 | 9999 | 151000 | <u>SOCIAL SECURITY</u> Fringe-FICA Social Security OAS @ 6.2% for Program Assistant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0 | \$992.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 18 | 9999 | 151700 | Indirect at 8%-indirect including first \$25K of any district subaward minus any participant support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0 | \$67,160.00  | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 19 | 9999 | 152000 | <u>STATE RETIREMENT</u> Fringe-FRS Pension Plan @ 7.98% for Office Manager (9 months) and Program Assistant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0 | \$3,304.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 20 | 9999 | 152000 | <u>STATE RETIREMENT</u> Fringe-FRS Pension Plan @ 9.8% for Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0 | \$3,517.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 21 | 9999 | 161000 | <u>STATE HEALTH-EMPLOYER'S CONTRIBUTIONS</u> Fringe-State PPO Plan @\$632.03 X 24 pay periods x .5 for Director for 9 months plus X.25 for 3 months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0 | \$8,059.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 22 | 9999 | 161000 | <u>STATE HEALTH-EMPLOYER'S CONTRIBUTIONS</u> Fringe-State PPO Plan @\$322 X 9 months for Office Manager, 12 months X .5 for Program Assistant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0 | \$4,980.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 23 | 9999 | 162000 | <u>STATE LIFE-EMPLOYER'S CONTRIBUTIONS</u> Fringe-Basic Life Insurance Employer contribution @ \$2.27 X 13 pay periods for Director and 3 pay periods for Office Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0 | \$36.00      | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 24 | 9999 | 201000 | Postage-includes frequent shipping of printed materials to implementation schools or training locations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0 | \$500.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 25 | 9999 | 221000 | <u>TELEPHONE</u> Phone- 2 office phones, long distance and conference call service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0 | \$2,400.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 26 | 9999 | 230000 | <u>PRINTING AND REPRODUCTION</u> Copying-central copy charge to produce training participant materials and monthly copier rental and supplies at an average of \$300 per month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0 | \$3,600.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 27 | 9999 | 230000 | <u>PRINTING AND REPRODUCTION</u> Printing- Production of C&C participant guides for Mentor and Preparation and Implementation training. Estimated at 6.00 per copy and 500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0 | \$3,000.00   | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 28 | 9999 | 261000 | <u>IN-STATE TRAVEL-OTHER</u> Rental car- rentals at \$35 a day for 10 days, some multi day trips included to deliver training (4 days), attend meetings (4 days).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0 | \$350.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 29 | 9999 | 261000 | <u>IN-STATE TRAVEL-OTHER</u> Gas for rental return estimated at \$50 per tank for 10 returns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0 | \$500.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |

|         |      |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |                |         |                                                                                                                   |
|---------|------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|---------|-------------------------------------------------------------------------------------------------------------------|
| 30      | 9999 | 261000 | <u>IN-STATE TRAVEL-OTHER</u> In state travel-Director or staff to provide support in districts(6), facilitate training events(5), facilitate SPDG Management Team meeting (1), meet with evaluator and staff (4) and participate in FDOE monitoring teams or meetings (4). SPDG Management team travel support 12 people 1 night hotel and reimbursement for meals and mileage. Cost calculations based on: \$150 per night hotel, \$500 for airfare when needed i.e. (Tallahassee, Pensacola, and Jacksonville), and \$36 per day for meals or per diem of \$80, estimate of 300 miles one way at .445 per mile for mileage reimbursement.                                                                                                                                                                                                                                         | 0    | \$18,722.00    | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 31      | 9999 | 262000 | <u>OUT-OF-STATE TRAVEL-OTHER</u> Out of state travel-Director and FDOE, BEESS staff member to attend 1 required national meetings in Washington (3 days). The OSEP Directors Conference 7/23-25, 2018. Attendance at this meeting is required in the original funding award which brought 10.9 million dollars to Florida to support implementation of evidenced based practices that will support increased graduation and proficiency rates as well as decreased dropout rates. These meetings are typically very informative regarding implementation science and how to sustain grant funded programs. Both the funding and the knowledge clearly benefit students and families in Florida. Costs calculations based on \$200 per night hotel, \$500 airfare, \$36 per day meals or \$80 per diem, taxi/shuttle \$25 per trip times 4 trips, airport parking at \$50 per trip). | 0    | \$5,532.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 32      | 9999 | 341000 | <u>EDUCATIONAL SUPPLIES</u> Educational Materials Supplies-Replacement LCD Projector and Additional Adapters and Cords,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0    | \$2,000.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| 33      | 9999 | 341018 | Office supplies- office and consumable supplies to produce participant packets for meetings and training sessions. This includes; ink cartridges, paper, pens, folders, name tags, post its, poster charts, paper clips and chart paper. Estimated at 300 per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0    | \$3,600.00     | 100.00% | <input checked="" type="checkbox"/> R <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> N |
| Totals: |      |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2.25 | \$1,068,283.00 |         |                                                                                                                   |

DOE101S (July 2015)

**DOE USE ONLY (Program)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Printed Name:** Christine E. Evans  
**Signature:** *Christine E. Evans*  
**Title:** Educational Program Director  
**Date:** 12/4/2017

**DOE USE ONLY (Grants Management)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Printed Name:** Tywana S. Jones  
**Signature:** *Tywana S. Jones*  
**Title:** Program Specialist III  
**Date:** 12/5/2017



## Additional Assurances – ALL BEESS Discretionary Projects

### Assurance is hereby provided that:

- The fiscal agent for this discretionary project accepts responsibility for implementing all project activities as specified in this application or subsequent amendments. The fiscal agent will ensure that activities essential to project effectiveness, including reimbursement of travel expenses for persons from other school districts or agencies, employment of substitutes for teachers in other school districts or payment of consulting fees for persons to provide services to other school districts, will be implemented in an efficient and timely manner.
- The discretionary project agrees to collaborate with other entities (i.e., other BEESS discretionary projects, school districts and other agencies or organizations) during the project year under the direction of BEESS staff.
- When assistance is requested by a school district, the discretionary project will give priority to school districts that have been targeted for improvement related to an SPP Indicator, BEESS Strategic Plan or to those school districts that BEESS determined are "in need of assistance or intervention."
- Fees will not be charged for any service provided under the auspices of the discretionary project without prior written approval from BEESS.
- Products developed for statewide dissemination must be submitted for content and policy review by BEESS prior to their release for reproduction and distribution. This applies to all products **except** those used for awareness (excluding newsletters designed for dissemination on a statewide basis which must be submitted to the project liaison for review), field test or validation purposes. The fiscal agent will ensure that product developers adhere to policies and procedures set forth in the current **Product Guidelines**, available from the BEESS Resource and Information Center (BRIC), at 850-245-0475, or email at [bric@fldoe.org](mailto:bric@fldoe.org).
- Products produced by or developed in connection with BEESS discretionary projects remain the exclusive property of the State of Florida, unless ownership has been explicitly waived. Products include all print, audio-visual, computer programs and internet websites fully or partially developed with project resources, fiscal and personnel resources. Prior approval for such products must be obtained by the designated BEESS project liaison and must contain a funding statement acknowledging the use of state or federal funds for development and dissemination. Questions regarding product development, ownership or funding statements should be directed to the BRIC.
- All reasonable precautions to protect personally identifiable student information are taken. Personally identifiable information stored on a database is protected from access by unauthorized persons. Disclosure of any personally identifiable information to a third party without prior written consent of a student's parent or guardian or the consent of an adult student, as applicable, is prohibited. The discretionary project may disclose personally identifiable information without such consent **only** if ordered to comply with a law or regulation or in response to a search warrant, subpoena or court order. If the discretionary project is legally compelled to disclose personally identifiable information to a third party, the project will attempt to notify the applicable parents or guardians, or adult student, unless doing so would violate the law or court order.
- Discretionary projects with websites will maintain current and updated information specifically related to the project's primary focus. In accordance with federal and state requirements, websites must comply with Section 508 to ensure accessibility to the public. When referencing information and products that were developed by another BEESS discretionary project or are the primary responsibility of another BEESS discretionary project, the project will link directly to the other project's website, rather than summarize or excerpt information.
- Discretionary project staff will participate in status updates via telephone, e-mail or face-to-face meeting, as requested by the project liaison. Data reflecting project activities conducted throughout the year will be maintained and kept current in the BEESS PTS. By entering data into this system, the discretionary project director is acknowledging that this data is true and accurate. Data concerning implementation of activities and deliverables may be entered at any time. **However, discretionary projects must enter data into the PTS at least quarterly, by the 15th day following the end of each project quarter, or the next business day if the 15th day is on the weekend or a state holiday.** Questions regarding the PTS should be directed to the BEESS project liaison at 850-245-0475.
- All equipment (computers, servers, modems, phone lines) and software will be maintained in proper working order and upgraded as necessary to ensure efficient operation.

## Financial Consequences

At least four weeks prior to the end of any quarter during the award period, the discretionary project must contact the BEESS project liaison in writing to discuss changing or delaying meeting a specific performance target/unit for a deliverable. A justification for this request must be provided to the project liaison.

The BEESS project liaison shall review the progress made on the deliverables approved in the agreement (award). In the event the project liaison determines that changes must be made to one or more deliverables on the Schedule of Deliverables (SOD) document, the discretionary project will be instructed to complete and submit a program amendment request to the FDOE Office of Grants Management.

**Changes to deliverables must be requested in writing, via a program amendment request, prior to the end of the quarter in which the deliverable units are to be completed.**

Changes to a deliverable could include one or more of these areas on the SOD:

- Type
- Title/Description
- BEESS Strategic Plan
- Indicators
- Source Documentation Maintained by the Project to Support the Deliverable
- Funding Source
- Total Budget for Deliverable
- Performance Requirements: Grant Year Total Deliverable Units
- Cost Per Unit
- Performance Targets/Deliverable Units to be Completed per Quarter

Changes to a deliverable could also result in the need for a budget amendment request.

- Reference: Green Book, Section B – Project Amendments)
- Amendment request forms may be obtained at: [www.fldoe.org/finance/contracts-grants-procurement/grants-management/department-of-edu-grants-forms.shtml](http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/department-of-edu-grants-forms.shtml).

**In the event that performance targets/deliverable units are not met within the quarter in which they are scheduled, and the discretionary project fails to submit an amendment request, as stated above, the Department may deem it necessary to notify the fiscal agency head, in writing.**

**Failure to complete or achieve performance targets for a deliverable will result in payment reduction in accordance with the cost per unit of deliverables, as stated in the agreement (award).**

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# Vendor/Subrecipient Determination for Federally Funded Contracts

**Non-State Organization:** Florida Gulf Coast University (FGCU)

**Nonprofit**

**For-Profit**

(Check appropriate classification with regard to Provider.  
Please Note: For-Profit corporations are Vendors by default.)

**Federal Program Administrating Agency:** Florida Department of Education

**CFDA No.** 84.323A

**Contract No:** 361-1708A-8C001 **Contract Agreement Period: From** October 1, 2017 **to** September 30, 2018

**Completed by:** Christine Evans  
(Contract Manager's Name)

Educational Program Director  
(Contract Manager's Title)

12/04/17  
(Date)

## Part A: Check either Vendor or Subrecipient based upon an analysis of the defining characteristics for each.

### 1. Vendor (check all that apply):

- Provides the goods and services within normal business operations.
- Provides similar goods or services to many purchasers
- Operates in a competitive environment
- Provides goods or services that are in support of the Federal program
- Is not subject to compliance requirements of the Federal program.

### 2. Subrecipient (check all that apply):

- Has its performance measured against Federal program objectives?
- Determines eligibility for Federal financial assistance
- Has responsibility for programmatic decision making
- Must adhere to Federal program compliance requirements
- Uses Federal funds to carry out its own programs as compared to providing goods or services for a program of a pass-through entity

## Part B: Conclusion.

Based on your analysis of the responses to Part A indicate your evaluation of the organization for this contract:

(Check one) Subrecipient  Vendor

### Comments:

#### Program Name (Discretionary Project):

State Personnel Development Grant (SPDG) 2017-2022 – TAPS: 18C065

- Catalog of Federal Domestic Assistance (CFDA) #84.323A (<https://www.cfda.gov/>); and
- Public Law (P.L.) 108-446, Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Part D, Subpart 1, Sections 651-655.

**NOTE:** This checklist is a tool for Agency contract managers to use to determine a Provider's status as either a Vendor or a Subrecipient as defined in OMB 2 CFR, Part 200, as revised. A Provider that is classified as a Subrecipient would be subject to audit requirements as specified in OMB 2 CFR, Part 200, as revised.





**VIRTUAL INSTRUCTION PROVIDER AGREEMENT**

This Agreement for services ("**Agreement**") made and entered into by and between Edgenuity, Inc. (hereafter "**VIRTUAL INSTRUCTION PROVIDER,**" or "**Edgenuity**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and Gadsden County Schools (hereinafter "**CLIENT**"), having principal offices at 35 Martin Luther King, Jr. Blvd, Quincy, Florida, 32351.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 1st day of July, 2018 (the "**Effective Date**").

CLIENT and VIRTUAL INSTRUCTION PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); The Standard Terms and Conditions available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf> and all incorporated herein as part of the Agreement, as true and accurate.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the VIRTUAL INSTRUCTION PROVIDER, whichever is later.

**TERM**

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one year renewal after written acceptance and approval from both parties.

**EDGENUITY INC.**

**CLIENT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ATTACHMENT A**  
**Description of Work**

As more fully set forth in Attachment B, the VIRTUAL INSTRUCTION PROVIDER is to assist in the operation of a K – 12 virtual school that provides a free-to-students, full-time 180-day online instructional program to eligible students during the 2018/19 school year. The VIRTUAL INSTRUCTION PROVIDER is to provide each student with all necessary online courseware and instructional support provided as set forth in Attachment B, and as further defined by the Virtual Instruction Provider's Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and VIRTUAL INSTRUCTION PROVIDER. Any instructional staff provided by VIRTUAL INSTRUCTION PROVIDER must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The VIRTUAL INSTRUCTION PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the VIRTUAL INSTRUCTION PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to VIRTUAL INSTRUCTION PROVIDER. VIRTUAL INSTRUCTION PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to monitoring. All curriculum and course content must align to the Florida Standards. The VIRTUAL INSTRUCTION PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein and available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>. As required in s. 1002.45, a detailed curriculum plan is provided in **Attachment C** that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the VIRTUAL INSTRUCTION PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. For the purposes of this document, a successful completion is defined as completing at least eighty percent (80%) of the course content with a passing grade of sixty percent (60%) or higher or credits earned. This means a student must pass and/or earn credit for a course or master curriculum required for student progression to the next grade level. The VIRTUAL INSTRUCTION PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to VIRTUAL INSTRUCTION PROVIDER by CLIENT, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of VIRTUAL INSTRUCTION PROVIDER, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable security measures and controls as required by FERPA.

### **Role of the CLIENT**

1. Assign virtual school students at school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide and communicate testing locations to parents/guardians and students for all students for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Provide an English Language Learner ("ELL") certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School.
8. Provide administrators and/or counselors to provide student and/or parent counseling and administrative support as needed.
9. Designate to the VIRTUAL INSTRUCTION PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract, including but not limited to monitoring compliance pursuant to State and Client policy, and to accept and approve all deliverables and invoices.
10. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
11. Accept standard publications of the VIRTUAL INSTRUCTION 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).
12. Provide the VIRTUAL INSTRUCTION PROVIDER with a district liaison so that VIRTUAL INSTRUCTION PROVIDER can provide accurate student completion course completion to CLIENT.
13. Accurately code all required data for virtual students to the Florida Department of Education.
14. Provide the VIRTUAL INSTRUCTION PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA ELA and math assessment results, EOC data, and graduation data or other data as requested.
15. For payment, report to the state all students served under this Agreement as reported to the



CLIENT by the VIRTUAL INSTRUCTION PROVIDER.

16. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.
17. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
18. Provide a diploma for graduating seniors.
19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Agreement.



**ATTACHMENT B  
Payment Terms and Conditions**

| <b>Edgenuity Curriculum and Instructional Services FLORIDA VIRTUAL INSTRUCTION PROVIDER Pricing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Edgenuity Instructional Services is an approved Florida VIRTUAL INSTRUCTION PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and courseware to support their Florida VIRTUAL INSTRUCTION PROVIDER program needs. A comprehensive Florida VIRTUAL INSTRUCTION PROVIDER course list is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |
| <b>Instructional Services Program Options</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |
| <b>Teaching Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Pricing</b> |
| Teaching Services – part-time, supplemental (per semester)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$225</b>   |
| Teaching Services - full-time student, full-time enrollment (per semester)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$2000</b>  |
| <b>Curriculum/Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Pricing</b> |
| Course-Only Fee – Edgenuity Courses (per course) with Edgenuity’s teachers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$45</b>    |
| Course-Only Fee – Edgenuity Courses (per course) with District’s teachers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$20</b>    |
| Course-Only Fee – eDynamic Learning (per course) with all teachers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>\$85</b>    |
| Course-Only Fee Full-Time Student (per student) with Edgenuity’s teachers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$450</b>   |
| *Florida Driver Education (for use with your teachers or Edgenuity’s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>TBA</b>     |
| <b>Teaching Services - part-time, supplemental (per semester)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |
| This service provides students with an Edgenuity semester course for a 20 week enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |
| <ul style="list-style-type: none"> <li>• Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.</li> <li>• Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science.</li> <li>• The academic support team monitors student progress and proactively communicates with students, parents, and school staff.</li> </ul>                                                                                                                                                                                                                                                                     |                |
| <b>Teaching Services - full-time student, full-time enrollment (per semester)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |
| <ul style="list-style-type: none"> <li>• This service provides full-time students with up to six (6) Edgenuity semester courses for a five (5) month enrollment period and an academic support team comprised of highly qualified and certified instructors, concept coaches, and success coaches.</li> <li>• Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.</li> <li>• Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science</li> <li>• The academic support team monitors student progress and proactively communicates with students, parents, and school staff.</li> </ul> |                |
| <b>Curriculum/Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |
| <ul style="list-style-type: none"> <li>• Online courses provided for use with the district’s teachers.</li> <li>• Online courses provided for use with Edgenuity’s teachers.</li> <li>• Additional services that may be provided when using Edgenuity’s teachers.</li> <li>• Other courses and/or services that may be specific to the district’s program.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |

**Payment Terms and Conditions**

**Successful Completion** – student must earn a minimum grade of 60 % while also reaching a mutually agreed upon course progress threshold.

**Course-Only Fee** – amount charged for student’s use of curriculum and/or services. This amount is charged, regardless of who is teaching the course, when the student is no longer eligible for Drop/Grace.

**Drop/Grace** – period of time in which a student may be withdrawn from courses without incurring any fees. The Drop/Grace period is defined as: period prior to when a student reaches either 20% progress in the course, or reaches 28 days enrolled in the course, whichever comes first.

District administrators will be sent the billing roster twice a year. Once in January, and again in June. These billing rosters will reflect charges for both successful completions and any course-only fees. The January billing roster will typically cover usage for the first semester, and the June billing roster will typically cover usage for the 2nd semester. Any summer school usage will be handled by an additional billing roster, or by a mutually agreed upon billing arrangement. The district administration has 7 days after receiving the billing roster to identify any errors, and suggest needed corrections. Once either the 7 day review period of the billing roster has ended, or upon agreement has been reached of the billing roster, the invoice will be created and sent for payment.

*\*Drop/Grace Note – data suggests that when a student does not reach 20% course progress within the first 28 days of enrollment, that the chance of successful completion diminishes greatly. It is at the discretion of the district, and is the responsibility of the district, to use the Drop/Grace option, to withdraw a student from their course enrollment(s), prior to them reaching 28 days enrolled, to avoid the course-only fee. This is regardless of whether the district is using Edgenuity’s teachers or the district is providing their own teachers.*

*\*Full-Time Student – a full-time student is not defined by the number of courses they are enrolled in. A student is deemed a “full-time” time student when their school of record and their school of instruction are both identified by 7001 along with the Edgenuity provider code.*

**Edgenuity Standard Terms and Conditions** located at

<http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>

are incorporated by reference into this Agreement.

Attachment B – Continued

- I. VIRTUAL INSTRUCTION PROVIDER shall provide the Curriculum and Instructional Services identified in the “Payment Terms and Conditions” pricing table (the “Deliverables”).
- II. VIRTUAL INSTRUCTION PROVIDER will commit to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.
- III. To the best of the VIRTUAL INSTRUCTION PROVIDER’s knowledge, the VIRTUAL INSTRUCTION PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, VIRTUAL INSTRUCTION PROVIDER’s production of the Deliverable and the CLIENT’s use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the VIRTUAL INSTRUCTION PROVIDER’s knowledge, in furtherance of this provision, the VIRTUAL INSTRUCTION PROVIDER warrants that:
  - a. As to each work of software or other “information technology” as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the VIRTUAL INSTRUCTION PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the VIRTUAL INSTRUCTION PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. VIRTUAL INSTRUCTION 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.
- VI. VIRTUAL INSTRUCTION PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VII. VIRTUAL INSTRUCTION PROVIDER will maintain and keep in force Worker’s Compensation, Liability and Property Damage Insurance to protect it from claims under worker’s compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by



VIRTUAL INSTRUCTION PROVIDER, or by any subcontractor or anyone directly or indirectly employed by VIRTUAL INSTRUCTION PROVIDER.

- VIII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the VIRTUAL INSTRUCTION PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- IX. Method for Conflict Resolution – Any dispute concerning performance of the contract shall be decided by the CLIENT’s designated contract manger, who shall reduce the decision to writing and serve a copy to the VIRTUAL INSTRUCTION PROVIDER. The decision shall be CLIENT’s final decision unless within ten (10) days from the date of receipt, the VIRTUAL INSTRUCTION PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the VIRTUAL INSTRUCTION PROVIDER’s ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Sarasota County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- XI. **TERMINATION** – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XII. **DEBT RESPONSIBILITY** – As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT’s virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER’s performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XIII. VIRTUAL INSTRUCTION PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.
- XIV. **PUBLIC RECORD** – CLIENT agrees that all of Edgenuity’s Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity’s Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT’S agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity’s Confidential Information. CLIENT’S notification will occur before releasing such Confidential Information and in sufficient time to allow



forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XV. **JESSICA LUNSFORD ACT** – Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVII.M. of the Standard Terms.
- XVI. **SOVEREIGN IMMUNITY** – The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVII. **EQUAL OPPORTUNITY** – Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVIII. **FLORIDA ETHICS LAWS** – Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XIX. **SALES TAX EXEMPTION** – Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.
- XX. **FIREARMS** – Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.



XXI. **AUDIT** – Client may audit Edgenuity under this Agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.

**Attachment C  
Curriculum (Edgenuity Courses)**

**Core Courses - Middle School**

**ENGLISH LANGUAGE ARTS**

- 1000010 – M/J Intensive Reading
- 1001010 – M/J Language Arts 1
- 1001020 – Advanced M/J Language Arts 1
- 1001040 – M/J Language Arts 2
- 1001050 – Advanced M/J Language Arts 2
- 1001070 – M/J Language Arts 3
- 1001080 – Advanced M/J Language Arts 3
- 1006000 – M/J Journalism 1•
- 1008010 – M/J Reading 1

**MATHEMATICS**

- 1205010 – M/J Grade 6 Mathematics
- 1205020 – M/J Grade 6 Mathematics Advanced
- 1205040 – M/J Grade 7 Mathematics
- 1205050 – M/J Grade 7 Mathematics Advanced
- 1205070 – M/J Grade 8 Pre-Algebra
- 1204000 – M/J Intensive Math

**SCIENCE**

- 2000010 – M/J Life Science
- 2001010 – M/J Earth/Space Science
- 2003010 – M/J Physical Science
- 2002040 – M/J Comprehensive Science 1
- 2002050 – M/J Comprehensive Science 1 Advanced
- 2002070 – M/J Comprehensive Science 2
- 2002080 – M/J Comprehensive Science 2 Advanced
- 2002100 – M/J Comprehensive Science 3
- 2002110 – M/J Comprehensive Science 3 Advanced

**SOCIAL STUDIES**

- 2109010 – M/J World History
- 2109020 – M/J World History Advanced
- 2106010 – M/J Civics
- 2106020 – M/J Civics Advanced
- 2100010 – M/J United States History
- 2100015 – M/J United States History & Career Planning
- 2100020 – M/J United States History Advanced
- 2103015 – M/J World Geography

**WORLD LANGUAGES**

- 0701000 – M/J French, Beginning
- 0701010 – M/J French, Intermediate
- 0702000 – M/J German, Beginning
- 0702010 – M/J German, Intermediate
- 0707000 – M/J Chinese, Beginning
- 0707010 – M/J Chinese, Intermediate
- 0708000 – M/J Spanish, Beginning
- 0708010 – M/J Spanish, Intermediate

**ELECTIVES**

- 0101010 – M/J Two-Dimensional Studio Art 1•
- 0102040 – M/J Creative Photography 1•
- 0103000 – M/J Digital Art and Design 1•
- 1301090 – M/J Exploring Music 1•
- 1508000 – M/J Fitness 6\*•
- 1508600 – M/J Comprehensive 6/7\*•
- 1508700 – M/J Comprehensive 7/8\*•
- 1700060 – M/J Career Research and Decision Making\*
- 8000400 – Orientation to Career Clusters\*

**State Test Preparation - Middle School**

- FSA Grade 6 English Language Arts Δ
- FSA Grade 7 English Language Arts Δ
- FSA Grade 8 English Language Arts Δ
- FSA Grade 6 Mathematics Δ
- FSA Grade 7 Mathematics Δ
- FSA Grade 8 Mathematics Δ
- EOC Civics Grade 7 Δ
- SSA Grade 8 Science Δ

**Core Courses - High School**

**ENGLISH LANGUAGE ARTS**

- 1001310 – English 1
- 1001315 – English 1 for Credit Recovery
- 1001320 – English Honors 1
- 1001340 – English 2
- 1001345 – English 2 for Credit Recovery
- 1001350 – English Honors 2
- 1001370 – English 3
- 1001375 – English 3 for Credit Recovery
- 1001380 – English Honors 3
- 1001400 – English 4
- 1001402 – English 4 for Credit Recovery
- 1001405 – English 4: Florida College Prep
- 1001410 – English Honors 4
- 1000410 – Intensive Reading
- 1006300 – Journalism 1•
- 1007300 – Speech 1•
- 1008350 – Reading for College Success\*
- 1009300 – Writing 1\*
- 1009320 – Creative Writing 1\*\*
- 1009370 – Writing for College Success\*

## Core Courses - High School, continued

### MATHEMATICS

- 1200310 – Algebra 1
- 1200315 – Algebra 1 for Credit Recovery
- 1200320 – Algebra 1 Honors
- 1200370 – Algebra 1-A
- 1200375 – Algebra 1-A for Credit Recovery
- 1200380 – Algebra 1-B
- 1200385 – Algebra 1-B for Credit Recovery
- 1206300 – Informal Geometry
- 1206310 – Geometry
- 1206315 – Geometry for Credit Recovery
- 1206320 – Geometry Honors
- 1200330 – Algebra 2
- 1200335 – Algebra 2 for Credit Recovery
- 1200340 – Algebra 2 Honors
- 1202340 – Precalculus Honors
- 1200410 – Mathematics for College Success\*
- 1200700 – Mathematics for College Readiness
- 1207300 – Liberal Arts Mathematics 1
- 1207310 – Liberal Arts Mathematics 2
- 1200400 – Intensive Mathematics
- 1210300 – Probability & Statistics with Applications Honors
- 1298310 – Advanced Topics in Mathematics

### SCIENCE

- 2000310 – Biology 1
- 2000315 – Biology 1 for Credit Recovery
- 2000320 – Biology 1 Honors
- 2001310 – Earth/Space Science
- 2001340 – Environmental Science
- 2001350 – Astronomy Solar/Galactic•
- 2000350 – Anatomy and Physiology •
- 2002400 – Integrated Science 1
- 2002405 – Integrated Science 1 for Credit Recovery
- 2002420 – Integrated Science 2
- 2002425 – Integrated Science 2 for Credit Recovery
- 2002440 – Integrated Science 3
- 2002445 – Integrated Science 3 for Credit Recovery
- 2002480 – Forensic Science 1•
- 2002500 – Marine Science 1•
- 2003310 – Physical Science
- 2003320 – Physical Science Honors
- 2003340 – Chemistry 1
- 2003345 – Chemistry 1 for Credit Recovery
- 2003350 – Chemistry 1 Honors
- 2003380 – Physics 1
- 2003385 – Physics for Credit Recovery
- 2003390 – Physics 1 Honors

### SOCIAL STUDIES

- 2100310 – United States History
- 2100315 – United States History for Credit Recovery
- 2100320 – United States History Honors
- 2100340 – African American History\*\*
- 2101300 – Anthropology\*\*
- 2102335 – Economics with Financial Literacy•\*
- 2102340 – Economics with Financial Literacy for Credit Recovery\*
- 2102345 – Economics with Financial Literacy Honors\*
- 2103300 – World Cultural Geography
- 2105310 – World Religions\*\*
- 2105340 – Philosophy\*\*
- 2106310 – United States Government\*
- 2106315 – United States Government for Credit Recovery\*
- 2106320 – United States Government Honors\*
- 2106350 – Law Studies\*\*
- 2107300 – Psychology 1\*
- 2107310 – Psychology 2\*
- 2108300 – Sociology\*
- 2109310 – World History
- 2109315 – World History for Credit Recovery
- 2109320 – World History Honors
- 2109430 – Holocaust\*\*

### ADVANCED PLACEMENT®

- 0701380 – AP French Language & Culture
- 0708400 – AP Spanish Language & Culture
- 1001420 – AP English Language & Composition
- 1001430 – AP English Literature & Composition
- 1202310 – AP Calculus AB
- 2001380 – AP Environmental Science
- 2100330 – AP U.S. History
- 2103400 – AP Human Geography
- 2106420 – AP U.S. Government & Politics\*
- 2107350 – AP Psychology
- 2109420 – AP World History

### GENERAL ELECTIVES

- 0100310 – Introduction to Art History\*
- 0100320 – Art in World Cultures\*
- 0108310 – Creative Photography•
- 0800300 – Health 1: Life Management Skills\*
- 0800310 – Health 2: Personal Health\*•
- 0800320 – First Aid and Safety\*•
- 0800330 – Personal, Social, and Family Relationships\*•
- 1501300 – Personal Fitness\*
- 1501310 – Fitness for Lifestyle Design\*
- 1501340 – Weight Training 1\*•



## Core Courses - High School, continued

### GENERAL ELECTIVES, CONTINUED

- 1502410 – Individual and Dual Sports 1\*•
- 1502470 – Recreational Activities Individual Sports\*•
- 1502470 – Recreational Activities Walking Fitness\*•
- 1502470 – Recreational Activities – Running\*•
- 1503350 – Team Sports 1\*•
- 1700370 – Critical Thinking and Study Skills\*
- 1900300 – Driver Education/Traffic Safety - Classroom\*•
- 3026010 – HOPE – Core

### CAREER ELECTIVES

- 0400660 – Theater, Cinema, and Film Production•
- 1501380 – Personal Fitness Trainer •
- 1502500 – Sports Officiating•
- 1700380 – Career Research and Decision Making (9–12)\*
- 3027010 – Biotechnology I•
- 8006120 – Introduction to Alternative Energy•
- 8106820 – Introduction to Agriscience\*\*
- 8121510 – Introductory Horticulture II•
- 8207310 – Digital Information Technology
- 8209100 – Careers in Fashion + Interior Design\*\*
- 8405110 – Early Childhood Education•
- 8417100 – Health Science 1
- 8417110 – Health Science 2
- 8417211 – Nursing Assistant 3 Δ
- 8418220 – Pharmacy Tech 2 Δ
- 8500120 – Personal and Family Finance\*
- 8500355 – Nutrition and Wellness\*\*
- 8500370 – Parenting 1\*\*
- 8800510 – Culinary Arts 1•
- 8812110 – Principles of Entrepreneurship
- 8827110 – Marketing Essentials
- 8827430 – Sports, Recreation, & Entertainment Marketing•

## National Core Courses - High School

### CAREER ELECTIVES

- 3D Art I – Modeling\*Δ
- 3D Art II – Animation\*Δ
- Computer Applications: Office 2010
- Computer Science\*
- Digital Arts\*Δ
- Engineering Design\*Δ
- Intro to Coding\*
- Medical Terminology\*
- Microsoft® Office® Specialist
- Online Learning and Digital Citizenship\*

## National Core Courses - High School, cont.

### WORLD LANGUAGES

- |                                                     |                                              |
|-----------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> 0708340 – Spanish 1        | <input type="checkbox"/> 0711300 – Chinese 1 |
| <input type="checkbox"/> 0708350 – Spanish 2        | <input type="checkbox"/> 0711310 – Chinese 2 |
| <input type="checkbox"/> 0708360 – Spanish 3 Honors | <input type="checkbox"/> 0702320 – German 1  |
| <input type="checkbox"/> 0701320 – French 1         | <input type="checkbox"/> 0702330 – German 2  |
| <input type="checkbox"/> 0701330 – French 2         | <input type="checkbox"/> 0706300 – Latin 1   |
| <input type="checkbox"/> 0701340 – French 3 Honors  | <input type="checkbox"/> 0706310 – Latin 2   |

### Dual Credit Courses Provided by Sophia®

- |                                                  |                                                            |
|--------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Accounting*†            | <input type="checkbox"/> Approaches to Studying Religions* |
| <input type="checkbox"/> College Algebra**       | <input type="checkbox"/> Conflict Resolution*              |
| <input type="checkbox"/> Human Biology*†         | <input type="checkbox"/> Introduction to Art History*      |
| <input type="checkbox"/> Microeconomics**        | <input type="checkbox"/> Introduction to Psychology*       |
| <input type="checkbox"/> Macroeconomics**        | <input type="checkbox"/> Introduction to Sociology*        |
| <input type="checkbox"/> Project Management**    | <input type="checkbox"/> Introduction to Statistics*       |
| <input type="checkbox"/> Visual Communications** |                                                            |

## Test Preparation - High School

### FLORIDA TEST PREPARATION

- |                                                      |                                        |
|------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> FCAT Reading                | <input type="checkbox"/> FCAT Writing  |
| <input type="checkbox"/> PERT Reading                | <input type="checkbox"/> PERT Writing  |
| <input type="checkbox"/> PERT Math                   | <input type="checkbox"/> EOC Algebra I |
| <input type="checkbox"/> EOC Geometry                | <input type="checkbox"/> EOC Biology   |
| <input type="checkbox"/> EOC U.S. History            |                                        |
| <input type="checkbox"/> FSA English Language Arts 1 |                                        |
| <input type="checkbox"/> FSA English Language Arts 2 |                                        |
| <input type="checkbox"/> FSA English Language Arts 3 |                                        |

### NATIONAL TEST PREPARATION

- SAT®    PSAT®    ACT®    GED®

\* One-semester course

• Available with Edgenuity Instructional Services only

Δ Not available with Edgenuity Instructional Services

† Priced separately by student enrollment

### Notes

AP®, Advanced Placement®, SAT®, and PSAT® are registered trademarks of the College Board; ACT® is a registered trademark of ACT, Inc.; GED® is a registered trademark of the American Council on Education.



World language courses provided by powerspeak

**FOR MORE INFORMATION CONTACT:**  
877.7CLICKS | solutions@edgenuity.com







This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2018 (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:** 7/1/2018 through 6/30/2019 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 VIP Program Products and Services Fees

| Product                                                                  | Product Description                                                                                        | Unit Price |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------|
| FTS Comprehensive 9-12 Student License (6 Courses, Instruction)          | 9-12 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.                             | \$4,295.00 |
| FTS Comprehensive K-8 Student License (6 Courses, Instruction)           | K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.                              | \$4,295.00 |
| 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   |
| K12 K-8 Online Course Enrollment License (Content, Hosting, Instruction) | License for a single student in a K12 Standard K-8 year course. Includes content, hosting and instruction. | \$590.00   |
| Student Desktop Computer                                                 | Desktop computers for students.                                                                            | \$525.00   |

#### 4. Description of Educational Products.

**FuelEd Full-Time Comprehensive Program:** The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

**FuelEd Online Courses:** Each FuelEd course includes content as described in the course catalog. 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 shall 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.

**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.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

**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> .<br><br>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.                                                                                                                                                                                                                                                                                                                                                | § 1002.45 (4)(d) F. S.   |

|                                           |                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
|                                           |                                                                                                                                                     | <p><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 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:<br><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:<br><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<br><br>Administrative Staff – All K12 administrative staff located in its Florida office are Florida residents.<br><br>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                                                   | Provides to parents and                                                                                                                                                                                                                                                                                                                                              | K12 has detailed its Teacher and Parent Responsibilities and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | § 1002.45 (2)(a)(4)(a) –  |

|                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Responsibilities and Teacher to Student Parent Interactions Policies | students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course:<br>a. How to contact the instructor via phone, e-mail, or online messaging tools.<br>b. How to contact technical support via phone, e-mail, or online messaging tools.<br>c. How to contact the administration office via phone, e-mail, or online messaging tools.<br>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.                                                                                                                             | Teacher to Student Parent Interactions Policies here:<br><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> | (e) F. S.                 |
| Prior Experience                                                     | "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" | 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:<br><a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a>                                                    | § 1002.45 (2)(a)(5) F. S. |
| Accreditation                                                        | "Is accredited by a regional accrediting association as defined by State Board of Education rule"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 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> .                                                                                                                         | § 1002.45 (2)(a)(6) F. S. |
| Curriculum Quality                                                   | "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:<br>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.<br>b. Instructional content                                                                                                                                                                                                                                                                                    | K12 represents and warrants that it complies with these requirements. Additional details may be found here:<br><a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a>                                                                                                                                                                                                               | § 1002.45 (2)(a)(7) F. S. |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                       |                           |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|                          | and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.<br>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:<br>a. Information and data about the curriculum of each full-time and part-time program.<br>b. School policies and procedures.<br>c. Certification status and physical location of all administrative and instructional personnel.<br>d. Hours and times of availability of instructional personnel.<br>e. Student-teacher ratios.<br>f. Student completion and promotion rates.<br>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                           | 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                                                                                        | §1002.45 (3)(b) F. S. |

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                            |                       |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                 | in each virtually delivered course of study.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | hereto as <b>Exhibit C.</b>                                                                                                                                                                                                                                                                                                                |                       |
| 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:<br>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<br>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 Payment Terms**

- a) **FLORIDA 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) **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.

### **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 required 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 foregoing, 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 K<sup>12</sup> 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.

## EXHIBIT C

### **K12 FLORIDA LLC DISCLOSURE REQUIREMENTS** (Updated 2/27/2017)

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 fulltime 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, and 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 virtual 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 2015-2016 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, providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has developed and acquired 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, Fuel Ed Online Courses, Anywhere Learning System, and Middlebury Interactive Languages). K12 Inc. provides a continuum of technology-based educational products and solutions to virtual 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**

K12 Inc.'s academic program combines online technology with traditional instruction and materials. Instructional time occurs during synchronous sessions where the student (or groups of students) and the teacher are online together as well as asynchronous sessions when the student is working more independently online or offline. During synchronous sessions, the teacher may provide direct instruction in Class Connect sessions through a web-based conferencing platform such as Blackboard Collaborate. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, Voice-Over IP (VOIP), and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. Class Connect sessions will be offered in accordance to the student's Individualized Learning Plan (ILP). Student attendance requirements at Class Connect sessions will follow guidelines in the program handbooks and be based on individual student needs.

Students in grades Kindergarten through 12<sup>th</sup> grade receive the K<sup>12</sup> course content, instruction, assignments, assessments, and supplemental materials online (Web-based lessons and assessments), as well as hands-on materials kits shipped directly to the student, including related books (textbooks, workbooks, reference books, and anthologies), DVDs, maps, and other hands-on activity materials (phonics kits, science experiments, art supplies, math manipulatives, musical instruments, etc.).

#### *Elementary/Middle School Core Curriculum*

From Kindergarten through 8<sup>th</sup> grade, K12 courses are categorized into seven major subject areas—language arts/English, math, science, history, art, music, and world languages—plus adaptive K–5 math courses and MARK12 adaptive reading remediation courses (see curriculum descriptions below). 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 is mastery-based, with assessments built into every lesson to ensure mastery and provide for remediation or enrichment where necessary.

Enhancements to the K12 K–8 curriculum include a variety of innovative games—from "xGerms Computational Fluency," which features colorful germ characters and a fun laboratory theme, to "Spell-n-Stack," an arcade-style spelling drill game. K12 has also launched mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include "K12 Money," which lets students solve math problems using currency, and "K12 Timed Reading Practice," which helps students calculate their reading pace in words per minute.

**LANGUAGE ARTS/ENGLISH:** K12 Language Arts/English helps 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, teaches writing as a process, and prepares students 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, multisensory activities, while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. MARK12 Reading is a three-stage course for students reading two or more grades below grade level. The course gives students the opportunity to master missed concepts in a way that accelerates them through the remediation process.

**MATH:** K12's current elementary math program, known as Math Plus, represents a second generation of research and development into effective approaches in early mathematics teaching and learning. A high priority for elementary math instruction is to establish fluency in arithmetical computation, while deepening the ability to reason mathematically. To address that priority, the Math Plus program extends and improves upon the Math courses originally developed by K12 Inc. in the early 2000s.

K12 's math courses emphasize an active, multisensory approach to ensure students' understanding of the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills. These research-based courses focus on computational fluency, conceptual understanding, and problem solving. 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 more support for Learning Coaches to support their children to succeed. From helping younger students make the link between the concrete and the abstract, to introducing older students to Algebra, K12 math provides a thorough mathematic grounding. Math Plus provides supplemental online activities, timed facts practice at repetitive intervals based on research findings for retention of information, regular lesson assessments, and backup adaptive lessons for students needing extra practice, and optional enrichment problems for students who enjoy an extra challenge.

**SCIENCE:** The program balances hands-on experiments with systematic study of scientific terms and concepts. Students perform many experiments to help them understand scientific principles, and receive guided instruction in important 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 the world. Students receive the hands-on science experiments in kits shipped directly to them.

**HISTORY:** With integrated topics in geography and civics, K12 history opens young minds and imaginations to far-off lands, distant times, and diverse cultures. K12 emphasizes the story in history—a story that includes not only great men and women but also everyday people. 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 through 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. Lessons for state-specific history requirements are embedded throughout each grade-level History course. 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 the timelines in the History lessons, K12 art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity—painting, drawing, sculpting, and weaving—using materials such as oil pastels, crayons, molding clay, plaster, and yarn. 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 from Rembrandt to Warhol, and learn about different artistic movements such as Impressionism and Cubism. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

**MUSIC:** K12 music teaches basic music concepts at different age-appropriate levels, so that all students have a consistent understanding of the essential concepts governing music. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering music comprehension, which is taught in stages as students move through their years at K12 Florida LLC. Much more than simple music appreciation, this approach helps students train their own ears, voices, and bodies in the fundamental building blocks of music.

**WORLD LANGUAGES:** One of the few 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 read, write, speak, and listen for meaning in the language they choose to study. 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 generate language 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. Courses thoroughly meet all national standards as set forth by the American Council on the Teaching of Foreign Languages (ACTFL), and follow state guidelines in covering level-appropriate standards in communication, cultures, linguistic and cultural comparisons, and cross-curricular connections and engaging with target-language speaking communities.

### *High School Curriculum*

High school students are offered a broad selection of courses to meet all graduation requirements, as well as a diversity of electives designed both to help students earn their high school diploma and find their own path to post-high school success—whether that is in college or in the workforce. Math, English, science, and history courses are offered in a range of levels, including Advanced Placement® (AP®), remediation, and credit recovery courses, to meet the needs of diverse learners (see curriculum descriptions below). For instance, Fuel Ed foundation courses help keep students on task and moving forward utilizing a “chunked” methodology to increase retention, as well as pre-recorded audio, pre-teaching of vocabulary, and, if needed, ELL support. High school students can take up to four years of a world language (depending on the language), and have a variety of physical education and art course options to choose from to fulfill graduation requirements. In addition, a variety of electives are provided. Unlike other programs where a student must be in a particular academic path, K12 allows students to chart their own course, choosing from among the levels of courses to match their aptitude and goals. For example, a student who excels in math and science may take all honors/AP courses in those subjects, while choosing from among the Comprehensive English and history courses. The multiple course levels prevent students from being “locked in” to one level of a particular subject, and account for natural progress and growth.

Many K12 science courses include interactive vLabs (virtual labs). These highly engaging, online experiments enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Science vLabs can be used to reinforce concepts learned in hands-on labs or, when appropriate, supplement or replace certain onsite labs.

Many K12 textbooks, reference guides, literature anthologies, and lab manuals are also offered as online books (eBooks), and are optimized for use with mobile devices. Plus, K12 has launched new mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include “K12 Algebra I Study and Review” and “K12 Periodic Table”, which students can use to reinforce course concepts.

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 SY2015–16, K12 offered 16 Advanced Placement courses that have been authorized by the College Board, officially approved through its audit process in July 2015. K12 re-evaluates and expands the catalog of AP courses in accordance with changing College Board guidelines, in addition to student and school requests.

**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 and 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 narrated by experienced teachers, while others provide students with the ability to interact with a structured, partially completed problem.

The textbooks provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. 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. The traditional pathway includes Algebra I, Algebra II, and Geometry, while the integrated pathway has Integrated Mathematics I, II, and III. Both pathways prepare students for K12 Pre-Calculus or Probability and Statistics.

**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 core, comprehensive, and honors courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. AP courses are also available. 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, with 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. Most of these courses are offered at core, comprehensive, and honors levels, allowing students to select the level of rigor in keeping with their level of science achievement. AP courses are also available. All K12 science courses are academically rigorous, meeting and exceeding national and state science standards, and provide valid, continuing assessment of student work.

K12 science courses provide hands-on exploration; courses have the option to use real materials to conduct scientific laboratory investigations. Options exist to take these courses using virtual laboratories (vLabs) that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 science courses, students become familiar with and practice using science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, collecting and analyzing data, and forming scientific conclusions. Each K12 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.

**HISTORY:** K12 history emphasizes the narrative of history—a narrative that includes great men and women as well as everyday people, and the

governments, arts, belief systems, and technologies they have developed over time. The high school 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 published by K12 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 that emphasize the study of the concepts and processes of the national and international economic systems. This content should include, but not limited to currency, banking, and monetary policy, the fundamental concepts relevant to the major economic systems, the global market and economy, major economic theories and economists, the role and influence of the government and fiscal policies, economic measurements, tools, and methodology, financial and investment markets, and the business cycle.

**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 (electives) and the Scholar Designation Diploma (Foreign Language), as well as the 18 Credit College Prep Diploma (Foreign Language).

#### SPECIFIC RESEARCH AND BEST PRACTICES USED IN COURSE DESIGN

K12's curriculum and instructional design is based on research in the following areas:

- How students learn;
- The structure of expert knowledge in school subject areas;
- General instructional design principles, including research-based e-learning methods; and
- Methods for teaching specific topics and addressing possible misconceptions on those topics.

To insure that we draw on methods shown by scientific research to be effective in improving learning, K12 Inc. has teams reviewing and synthesizing cognitive science research and working with course development teams to implement it. The Assessment and Research team, which is guided by PhD-level cognitive science researchers and statisticians, also conducts original research on new 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 curricula, they also conduct evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, measurement, and instructional strategies are targeted to insure best practice and student accessibility to K12 curricula.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards (Mathematics Florida Standards (MAFS), Language Arts Florida Standards (LAFS), and Florida Next Generation Sunshine State Standards (NGSSS)); the Common Core State Standards (CCSS); and the Next Generation Science Standards (NGSS). The K12 curriculum is also aligned to K12 Inc.'s mission and philosophy to equip every student with the academic and nonacademic foundations needed for any postsecondary opportunity they wish to pursue by utilizing research-based technology applications, meaningful teacher/student/parent involvement, and engaging, individualized learning based on:

- Careful work built on educational research to identify the "Big Ideas" of a subject area as well as the concepts that are stumbling blocks for many students
- Clear layout of the objectives to be mastered in each lesson, unit, and semester, crafted from educational research, the best state and national standards, and deep content expertise
- Easy-to-navigate online content, including summaries and reviews, with more time and effort spent on the hardest, most important topics and skills
- Engaging, interactive, media-rich content to illustrate and explain the toughest concepts in ways no static page (print or Web) could ever match
- Beautiful, printed and other hands-on materials complementing the online courses (in most cases actually built for the online course) so that the images, phrases, and organization of these references clearly reinforce the key concepts, explanations, and work done throughout the course
- Terrific offline experiences with labs, books, and writing designed to give sufficient practice in key skills that students must master, as well as challenging problems and assignments to develop each student's ability to apply what they've learned in new circumstances
- Clear assessment tools to measure mastery of lesson objectives, using both online and off-line tasks to carefully probe mastery. For any given lesson, the curriculum development team at K12 creates and assembles different learning components to satisfy the diverse needs of students in multiple learning environments. The team strategically chooses the appropriate interactive activities, printed material, assessment, video, laboratory, essay assignment, or hands-on exercise to provide a well-coordinated and purposeful learning experience. The mosaic of these individual components forms a lesson; related lessons are collected into units, and units into courses. Ultimately, all of the lesson components work together to create a rich educational experience that is unlike any other.

The K12 curriculum utilizes every medium and opportunity to advance students' learning by using a comprehensive, diverse, and innovative selection of materials, including books, protractors, seeds, clay—virtually any object that can aid the teaching process. K12 materials are intrinsically tied to the curricula because they are selected by the same experts and developers who design, write, and build the courses.

#### **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. 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 2013, 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). K12 Inc. is the largest national K-12 virtual school provider to be recognized by AdvancED.

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 Fuel Ed 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 15,000 students have earned a high school diploma including more than 6000 students who graduated in 2014 from online and blended schools using the K12 education program. Students graduating from K12 Inc. powered 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**

Assessments are aligned with the course objectives and are written first in the development process using the "backward design" approach. Test items are made up of a mix of basic knowledge, application of that knowledge in context, and analysis, synthesis, and evaluation questions. Assessments are age- and course-appropriate, as well as free from bias. Varied performance-based assignments are embedded throughout the courses. For assessments that are not computer-graded, scoring rubrics are provided for all required assignments or assessments. Extensive use of test pools and randomized test questions with a variety of cognitive levels build academic integrity in the assessments. Question pools and randomization also ensure that students taking the course at the same time are not being presented with the same exam. Semester examinations assess students' overall mastery of the content.

K12 content specialists are highly qualified and credentialed (information current as of February 2017):

Director of Mathematics: Kelly Engel  
B.S., Colgate University, 2004  
M.Ed., Boston College, 2005

Director of Science: Daniel H. Franck  
B.A., Humboldt State University, 1969  
Ph.D., University of California, Berkeley, 1973

Director of History/Social Studies: MaryLynne Filmon  
B.A., University of Notre Dame  
M.Ed., Vanderbilt University

Director of English Language Arts: Kristen Kinney  
B.S., State University of New York, Geneseo, 1995

M.S., Nazareth College, 2000  
Ed.D., The George Washington University, 2010

The Scope and Sequence for every course offered by K12 maps to appropriate state and national standards. In addition, K12 course developers maintain direct awareness of guidelines, recommendations, and best practices provided by the following national and international organizations.

- American Association for Applied Linguistics (AAAL)
- American Association for the Advancement of Science (AAAS)
- American Association of Teachers of French (AATF)
- American Association of Teachers of German (AATG)
- American Association of Teachers of Spanish and Portuguese (AATSP)
- American Classical League (ACL)
- American Council on the Teaching of Foreign Languages (ACTFL)
- American Diploma Project from Achieve.org (ADP/Achieve.org)
- American Philological Association (APA)
- Common Core State Standards (CCSS)
- Common European Framework of Reference for Languages (CEFR)
- Center for Civic Education
- Chinese Language Teachers' Association (CLTA)
- Council for Economic Education (CEE)
- International Dyslexia Association (IAD)
- International Language Roundtable (ILR)
- International Language Testing Association (ILTA)
- International Association for K-12 Online Learning (iNACOL)
- International Reading Association (IRA)
- Mid Continent Research for Education and Learning (McREL)
- National Art Education Association (NAEA)
- National Academy of Sciences (NAS)
- National Association for the Education of Young Children (NAEYC)
- National Geographic National Mathematics Advisory Panel Final Report 2008: Foundations for Success
- National Council for History Education (NCHE)
- National Center for History in the Schools (NCHS)
- National Council for the Social Studies (NCSS)
- National Council of Teachers of English (NCTE)
- National Council of Teachers of Mathematics (NCTM)
- National Educational Technology Standards from the International Society for Technology in Education (NETS/ISTE)
- National Institute of Child Health and Human Development (NICHD)
- National Reading Panel (NRP)
- National Research Council (NRC)
- National Science Teachers Association (NSTA)
- Next Generation Science Standards (NGSS)
- Partnership for 21st Century Learning (P21)
- Partnership for Assessment of Readiness for College and Careers (PARCC)
- President's Council on Physical Fitness and Sports and The President's Challenge
- Society of Health and Physical Educators (SHAPE)

## **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 13.7% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities, including students with specific learning disabilities, speech/language or other health impaired, Autism, emotionally disturbed, cognitive disability, orthopedically impaired, multiple disabilities, hearing impaired, visually impaired, and traumatic brain injury. 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).

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 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 the use of a dictionary or thesaurus.
- 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 Language Learners. ELL 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 ELL students are provided with equal access to the same scope and sequence as the instruction provided to the non-ELL 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 ELLs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, ELL students receive instruction with ESOL strategies during the synchronous sessions with non-ELL students.

The curriculum will enable students in the ESOL program to meet the same curriculum standards as non-ELL students in English/Language Arts and content area instruction. A program of ESOL instruction will be implemented according to the student's individual needs based on their ILP and ELL 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 ESOL instruction, virtual charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing ESOL strategies in mathematics, science, social studies, and other courses on the student's schedule following state guidelines.

In addition to the core curriculum, general ESOL 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 ESOL 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 ELL 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. The National Collegiate Athletic Association (NCAA) has traditionally found K12 courses as meeting the requirements for establishing the initial-eligibility certification status for high school student-athletes wishing to compete in college. 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**

We have provided 8 documents that collectively address the requested policies and procedures for district virtual instruction programs (including the Florida Learning Coach Success Guide). It is important to note that there are also varying individual district policies and procedures related to the list of topics to be addressed in this question that K12 must conform to for district virtual instruction programs we serve. Often times we are asked to follow

the district's policy regarding enrollment process, etc. and the district informs us as to how and what to communicate to students and families for items such as state testing, student handbook, etc. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website <http://www.k12.com/participating-schools.html?state=florida>

One policy/procedures handbook could not address the separate and myriad district policies and procedures that we actually operate under. Policies and procedures related to the following topics for 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 link on the disclosure website <http://www.k12.com/Florida-DOE.html> 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](#)
- [Florida Learning Coach Success Guide](#)

#### **CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs served by K12 at the time of this application are found on the disclosure website [www.k12.com](http://www.k12.com) in the document "Fuel Ed Instructional and Administrative Staff List".

#### **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. From Monday – Friday, teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours. Customer Support specialists are available Monday – Friday 8:00 AM – Midnight ET and Saturday – Sunday Noon – 8:00 PM ET.

#### **AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS**

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**

##### **Completion and Promotion in District Virtual Instruction Programs**

District virtual instruction programs served by K12 had a completion rate of 94.67% for the 2012-2013 school year, 94.26% for the 2013–2014 school year, and 95.93% for the 2014-2015 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**

|                              | <b>% of Completions/<br/>Promotions in SY13 -14</b> | <b>% of Completions/<br/>Promotions in SY14 -<br/>15</b> | <b>% of Completions/<br/>Promotions in SY15 -16</b> |
|------------------------------|-----------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------|
| English Language Learner     | 94 %                                                | 94%                                                      | 87%                                                 |
| Free and Reduced Price Lunch | 95%                                                 | 92%                                                      | 91%                                                 |
| Special Education            | 88%                                                 | 90%                                                      | 91%                                                 |
| 504 Plan                     | 93%                                                 | 94%                                                      | 75%                                                 |
| ESL Program                  | 94%                                                 | 94%                                                      | 100%                                                |
| Gifted or Talented           | 94%                                                 | 95%                                                      | 100%                                                |

**School Year 2013 – 2014 Completions and Promotions for Ethnic Subgroups**

| <b>Ethnic Subgroups</b>               | <b># of Students that<br/>Completed<br/>Coursework and<br/>were Promoted</b> | <b>Total # of Students<br/>Participating</b> | <b>Completion/ Promotion<br/>Rate</b> |
|---------------------------------------|------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------|
| African-American or Black             | 63                                                                           | 66                                           | 95%                                   |
| American Indian or Alaska Native      | 11                                                                           | 11                                           | 100%                                  |
| Asian or Pacific Islander             | 11                                                                           | 13                                           | 84%                                   |
| Hispanic or Latino                    | 87                                                                           | 98                                           | 88%                                   |
| Multi-racial                          | 64                                                                           | 67                                           | 95%                                   |
| Other/Undefined/Declined to State     | 91                                                                           | 98                                           | 92%                                   |
| White or Caucasian                    | 461                                                                          | 483                                          | 95%                                   |
| <b>Overall Completions/Promotions</b> | <b>788</b>                                                                   | <b>836</b>                                   | <b>94%</b>                            |

**School Year 2014 – 2015 Completions and Promotions for Ethnic Subgroups**

| <b>Ethnic Subgroups</b>               | <b># of Students that<br/>Completed Coursework<br/>and were Promoted</b> | <b>Total # of Students<br/>Participating</b> | <b>Completion/ Promotion<br/>Rate</b> |
|---------------------------------------|--------------------------------------------------------------------------|----------------------------------------------|---------------------------------------|
| African-American or Black             | 70                                                                       | 76                                           | 92%                                   |
| American Indian or Alaska Native      | 4                                                                        | 4                                            | 100%                                  |
| Asian or Pacific Islander             | 14                                                                       | 14                                           | 100%                                  |
| Hispanic or Latino                    | 94                                                                       | 97                                           | 96%                                   |
| Multi-racial                          | 28                                                                       | 28                                           | 100%                                  |
| Other/Undefined/Declined to State     | 43                                                                       | 43                                           | 100%                                  |
| White or Caucasian                    | 336                                                                      | 352                                          | 95%                                   |
| <b>Overall Completions/Promotions</b> | <b>589</b>                                                               | <b>614</b>                                   | <b>95%</b>                            |

**School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups**

| <b>Ethnic Subgroups</b>               | <b># of Students that<br/>Completed Coursework<br/>and were Promoted</b> | <b>Total # of Students<br/>Participating</b> | <b>Completion/ Promotion<br/>Rate</b> |
|---------------------------------------|--------------------------------------------------------------------------|----------------------------------------------|---------------------------------------|
| African-American or Black             | 131                                                                      | 142                                          | 92%                                   |
| American Indian or Alaska Native      | 3                                                                        | 6                                            | 50%                                   |
| Asian or Pacific Islander             | 24                                                                       | 25                                           | 96%                                   |
| Hispanic or Latino                    | 195                                                                      | 200                                          | 98%                                   |
| Multi-racial                          | 12                                                                       | 14                                           | 86%                                   |
| Other/Undefined/Declined to State     | 117                                                                      | 131                                          | 89%                                   |
| White or Caucasian                    | 481                                                                      | 526                                          | 91%                                   |
| <b>Overall Completions/Promotions</b> | <b>963</b>                                                               | <b>1044</b>                                  | <b>92%</b>                            |

**SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES**

**District Virtual Instruction Programs**

For the district virtual instruction programs served by K12 Florida LLC ("K12"), K12 does not have access to FCAT 2.0 scores or to demographic information about the students who participate in K12 courses outside of a Florida Virtual Academy

**TEACHER EVALUATIONS**

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

The average percent of K12 teachers in previous years with effective or highly effective evaluations is 80%.

## **SCHOOL GRADES**

Under the highly successful instructional model of Florida Virtual Academy which operated as a pilot program under the Florida Department of Education from 2003 to 2008, K12 Florida LLC ("K12") was hired by the Florida Department of Education to use its instructional, management, and operational models as well as its curriculum and systems to design and launch the program. In 2005, the first year K12 earned a school grade as Florida Virtual Academy, the school celebrated a "B" with 400 points—just 10 points from earning an "A." From school year 2006-2007 (with the addition of the Science Proficiency and Math Lowest 25% Learning Gains components) to school year 2008-2009, the Florida Virtual Academy earned an "A". In 2009- 2010, the first year of the District Virtual Instruction Programs powered by K12, we celebrated an "A", with 89% of the students tested demonstrating high standards in reading. In the 2010-2011 school year, K12 earned a "B", which was appealed due to missing scores. In 2011-2012, K12 earned a "C" which K12 appealed based on questions of accuracy of the data used to determine the grade. FLDOE acknowledged the issues raised about the data in their vendor grade appeal response. In the 2012-2013 school year, FLDOE brought about many changes to the State's grading system including a writing proficiency increase from 3.0 to 3.5 and increased student performance expectations for FCAT 2.0 Reading and Mathematics. Like most schools in Florida, K12's school grade dropped to a "D" which was subsequently corrected in 2013-2014 in which K12 earned a "C". In 2014-2015, Senate Bill 1642 was passed, refocusing the school grading formula on student success measures which delivered multiple changes in the FL Accountability System. The state also released the new testing platform. Although these changes yielded a no fault year, K12 earned a school grade of "C". In 2015-2016, the school grade for K12 increased to a "B". K12 continues to be a "qualified" VIP Provider based on the most recent Florida school grades release and Section 1002.45(8), F.S.

## **DROPOUT AND GRADUATION RATES**

### *Dropout Rates*

#### **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*

#### **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 2012-2013 61% Graduation rate
- SY 2013-2014 95% Graduation rate
- SY 2014-2015 81% Graduation rate
- SY 2015-2016 96% 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:

<http://www.k12.com/florida-DOE.html>



## Panhandle Area Educational Consortium Contract Agreement

**THIS CONTRACT** is entered into by and between The Gadsden County School Board, 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 Virtual Franchise.

The contract will commence July 1, 2018 and will continue until June 30, 2019. Bonnie Wertenberger will direct the activities of the contract.

The Contractee agrees to compensate Contractor for the amounts outlined in Attachment A depending on curriculum provider. The payment schedule will be up to four times per fiscal year. 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 Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428.

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 virtual instructors for PAEC My Virtual Classroom, for students grades K-12.
2. Assign teachers to courses and students.
3. Supervise PAEC-contracted teachers.
4. Pay franchise providers the contracted fees pursuant to student participation.
5. Upload required teacher background screen dates and demographics to a secure site for district retrieval.
6. Upload student enrollment reports once a month to a secure site for district retrieval.
7. Invoice the Contractee.

The Contractee, The Gadsden County School Board, will:

1. Establish a district MIS Virtual Education contact.
2. Establish a district Instructional Virtual Education contact.
3. To establish and maintain the school/reporting designations determined by the Florida Department of Education to report students participating in My District 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 during the regular school day.
6. Monitor virtual student progress.
7. Notify Contractor when a student withdraws from their brick and mortar school.
8. Communicate to 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 A 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 and 215.422:

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/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

**Contractee**

**Contractor**

\_\_\_\_\_  
Steve Scott, 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 14, 2018

19-024



**My Virtual Classroom  
Attachment B: District Specific Information**



Please complete the items below which will be specific to the service of your district.

School Year Dates: 2018 - 2019

First Semester Begins: 8/13/2018 Ends: 12/21/2018

Second Semester Begins: 1/7/2019 Ends: 5/31/2019

What Grade Levels will be served, check all that apply:

- |                                                                 |                                                                  |
|-----------------------------------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>    </u> K               | <input checked="" type="checkbox"/> <u>    </u> 6 <sup>th</sup>  |
| <input checked="" type="checkbox"/> <u>    </u> 1 <sup>st</sup> | <input checked="" type="checkbox"/> <u>    </u> 7 <sup>th</sup>  |
| <input checked="" type="checkbox"/> <u>    </u> 2 <sup>nd</sup> | <input checked="" type="checkbox"/> <u>    </u> 8 <sup>th</sup>  |
| <input checked="" type="checkbox"/> <u>    </u> 3 <sup>rd</sup> | <input checked="" type="checkbox"/> <u>    </u> 9 <sup>th</sup>  |
| <input checked="" type="checkbox"/> <u>    </u> 4 <sup>th</sup> | <input checked="" type="checkbox"/> <u>    </u> 10 <sup>th</sup> |
| <input checked="" type="checkbox"/> <u>    </u> 5 <sup>th</sup> | <input checked="" type="checkbox"/> <u>    </u> 11 <sup>th</sup> |
|                                                                 | <input checked="" type="checkbox"/> <u>    </u> 12 <sup>th</sup> |

If available, would you like to participate in AP courses.  Yes  No

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

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

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.

Do you want your summer school students served through the PAEC Franchise?  
 Yes  No  We will decide on a case by case basis.

We would like to schedule a training for our district virtual personnel.  
 Yes  No

If Yes, who do we need to contact? Carolyn Francis (850)627-9651 ext. 1292

We are planning to possibly use the following providers. This is for informational/planning purposes only to make sure we are prepared with trained instructors for specified subject areas.

- FLVS
- Apex Learning
- CyberActive – Driver Education
- eDynamics
- K12
- Edgenuity (may be added to contract – we do not have a contract with them at this time)

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? \_\_\_\_\_?

District Contacts:

Please provide an attached list of the names and contact email for the following.

**District Virtual Education Coordinator**

Carolyn Francis([francisc@gcpsmail.com](mailto:francisc@gcpsmail.com))

**District MIS Coordinator**

Desmona Hale ([haled@gcpsmail.com](mailto:haled@gcpsmail.com))

**District Home Education Coordinator**

Carolyn Francis ([francisc@gcpsmail.com](mailto:francisc@gcpsmail.com))

**Names of Counselors, including Name of School and email**

**Gadsden County High School**

Maresha Alexander([alexanderm@gcpsmail.com](mailto:alexanderm@gcpsmail.com))

Edna Hinson ([hensone@gcpsmail.com](mailto:hensone@gcpsmail.com))

Trinika Trotter([trottert@gcpsmail.com](mailto:trottert@gcpsmail.com))

Tamela Hinson-Maynor ([hinsont@gcpsmail.com](mailto:hinsont@gcpsmail.com))

**West Gadsden Middle School**

Sonja Jackson, Principal ([jacksons@gcpsmail.com](mailto:jacksons@gcpsmail.com))

**James A. Shanks Middle School**

Maj. Willie Jackson, Principal ([jacksonwi@gcpsmail.com](mailto:jacksonwi@gcpsmail.com))

**Havana Magnet School**

Delshuana Jackson, Principal ([jacksond@gcpsmail.com](mailto:jacksond@gcpsmail.com))

**Crossroads Academy**

Kevin Forehand, Principal ([forehandk@gcpsmail.com](mailto:forehandk@gcpsmail.com))

Names of Lab Monitors, school name and email



**My Virtual Classroom  
Attachment A: Fee Structure**



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 \$150 fee per student enrollment will be assessed for students who successfully complete a single course segment in which the district makes use of the curriculum only and a PAEC instructor is not compensated for the instruction of the course. 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.

**Apex Learning**

A \$50 fee for a single enrollment subscription to courses for access through June 30, 2019. Plus \$180 instructor/admin fee per successful course completion.

A \$40 fee for a single tutorial subscription provides access through June 30, 2019.

A \$20 fee for a single AP exam review subscription provides access through June 30, 2019.

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**

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. If a student withdraws from such course within 28 days from when the student enrolls, the district will charged \$180 per semester enrollment for unsuccessful completions or withdrawals.





Carolyn Francis &lt;francisc@gcpsmail.com&gt;

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**FLVS BLC and VLL Contracts for 2018- 2019**

1 message

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**Rian Meadows** <rmeadows@flvs.net>  
To: "francisc@gcpsmail.com" <francisc@gcpsmail.com>

Wed, Apr 18, 2018 at 3:45 PM

Dear Carolyn-

FLVS offers all districts in Florida the opportunity to contract with us to utilize Digital Learning Labs in your schools. These contracted labs allow the district to submit for the FTE and pay FLVS directly for our services. Please see the information below about the types of contracts offered.

The first type of contract we offer is the Blended Learning Community. In this model, there is a combination of traditional online and live (virtual office) lessons. The district/school submits the FTE for these students. FLVS bills the district \$267 per 1/2 credit enrollment after the student has been in the course for 30 days or has completed 20% of the course regardless of status. Students are not dropped without permission of the school since they have already been paid for, and FLVS will make every effort to ensure that the student completes the course.

The second type of contract is the Virtual Learning Lab. In this model, the district submits for the FTE for the student. FLVS will bill the district \$325 per 1/2 credit enrollment once the student completes the segment. Students are not dropped without permission of the school.

In both models, reservations must be made for each course with approximate numbers, and schools must follow a different registration method called MARS. We have specific enrollment periods for lab students. We make every effort to assign the same teacher to all students in a school taking a particular course. Our teachers work closely with the facilitator of each lab and we provide training for the facilitators. We also have a team of Blended Learning Specialists who assist lab facilitators and visit as needed/requested. These reservations are tied to a teacher and students can start within a day or so of the first day of school instead of waiting for placement as long as the MARS process has been followed.

To summarize, the BLC contract is based on seat time, while the VLL contract is based upon completion. In both cases, the district/school submits for the FTE and is billed by FLVS. FLVS does not submit FTE for students under contract. Districts/schools must follow the lab registration procedure in order for students to be registered under the contract. There are examples of both types of contracts attached. Let me know when a good day and time for us to meet about the contracts would be. I look forward to hearing from you soon!

Thank you.

Rian Meadows  
850-443-4473

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**2 attachments** **2018-19 VLL MOU Agreement.pdf**  
404K **2018-2019 BLC MOU Agreement.pdf**  
650K



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA VIRTUAL SCHOOL  
AND  
Gadsden County School Board

This 2018-2019 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Gadsden County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

B. FLVS is responsible for:

1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
5. Highly-qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

C. School/District is responsible for providing:

1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students – does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses. This includes computer access 4 to 6 hours each week per course.
6. Two-way long distance communication access for FLVS instructor – student phone calls.
7. Parent's notification of student's participation in FLVS course.
8. FTE submission associated with these enrollments.



D. Fees:

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30days.

1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
2. **Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

| Cycle   | Enrollment Data Date Range                         | Invoice Sent |
|---------|----------------------------------------------------|--------------|
| Cycle 1 | July – October                                     | Mid-November |
| Cycle 2 | November – February                                | Mid-March    |
| Cycle 3 | March – June                                       | End of June  |
| Cycle 4 | True-up/Enrollments not captured in previous cycle | Mid-July     |

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**BILLING CONTACT PERSONEL:**

| School or District                                                   | Florida Virtual School                                                     |
|----------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Name:</b> Bonnie Wood                                             | <b>Name:</b> Carmen Brehoi                                                 |
| <b>School/District Address:</b><br>District/35 MLK, Jr.Blvd; Quincy, | <b>Address:</b> 2145 Metrocenter Blvd. Suite 100<br>Orlando, Florida 32835 |
| <b>Email:</b> woodb@gcpsmail.com (32351)                             | <b>Email:</b> <a href="mailto:cbrehoi@flvs.net">cbrehoi@flvs.net</a>       |
| <b>Telephone No.:</b> (850)627-9651 Ext.1222                         | <b>Telephone No.:</b> 407-513-3615                                         |

E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **ACADEMIC INTEGRITY IN THE VLL.** Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

**Instructors will:**

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.



## Virtual Learning Lab

- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
  - Require that students protect their password information and coursework.
  - Protect students' user names, passwords, and other private information.
  - Adjust seating arrangements to help promote students' integrity.
  - Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.
2. **MODIFICATION:** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.
  3. **PARTICIPATION IN SIMILAR ACTIVITIES:** This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.
  4. **MAIN POINT OF CONTACT:** Contact your District Relations Manager (DRM) with questions concerning this agreement. The main point of contacts for this instrument are:

**School or District**  
**Authorized Official:**

X Carolyn Francis

**FLVS**  
**Authorized Official:**

X Rian Meadows

5. **COMPLIANCE:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
6. **COMMENCEMENT/EXPIRATION DATE:** This Agreement is executed as of the date of last signature and is effective through **6/30/2019** at which time it will expire unless extended.
7. **LIABILITES:** It is understood that neither part to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state laws.
8. **Public Records**  
Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.



**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net) , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

- 9. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPRPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **School or District:**

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

\_\_\_\_\_  
Name and Title

For: **Florida Virtual School:**

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

\_\_\_\_\_  
Dr. Jodi C. Marshall; President and CEO



MEMORANDUM OF UNDERSTANDING

BETWEEN

FLORIDA VIRTUAL SCHOOL

AND

Gadsden County School Board

This 2018-2019 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Gadsden County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.

A. PURPOSE:

The purpose of this MOU is to form a relationship between the School /District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized District Representative is required to sign this MOU no later than seven (7) days after document is received so that both parties are in agreement of this commitment.

B. Notice in Advance of Start Date: To accommodate the School preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:

1. BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
2. BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
3. BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.

C. FLVS is responsible for:

1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Counselor(s).
3. Training for the District and School Administration.
4. A registration process specifically designed for BLC students.
5. Ongoing virtual and/or face-to-face support from a FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
6. Highly-qualified, state-certified instructors.



- 7. Direct instruction using synchronous teaching methods.
- 8. Providing ongoing evaluation and support of all members of the Blended Learning Community.
- 9. Providing progress monitoring tools at student and school level.
- 10. Invoicing for applicable enrollments.
- 11. Providing data required for FTE reporting by District (as permitted by FDLE).

D. School District is responsible for providing:

- 1. Accurate request for reservation to secure courses.
- 2. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
- 3. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level). Noncompliance will result in FTE reported by FLVS.
- 4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance – does not have to be a certified Instructor.
- 5. Student computer access (4 – 6 hours each week per course) and other minimum technology required as listed on the FLVS website at <https://www.flvs.net/student-resources/system-requirements>.
- 6. Two-way long-distance communication access for FLVS Instructor – student phone calls.
- 7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
- 8. Parent’s notification of student’s participation in the Blended Learning Community.
- 9. Reporting and Collecting the FTE associated with these enrollments for the students.
- 10. Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable that do not follow AI policies.

E. Fees

FLVS will invoice the School district on the 30<sup>th</sup> day for each billable enrollment\* within the Blended Learning Community at \$267.00 per each half credit enrollment. School District shall pay the invoice within forty-five (45) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act.

- 1. **Billable Enrollments:** Any enrollments\* in Classroom Assigned (CA) or Active (A) status in VSA for a minimum of 30 consecutive days or 20% complete in any status; FLVS will bill the school/district for the student, regardless of the student’s status upon receipt of invoice.

*\*Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start.*

Second Semester for the designated School or District begins on 1/7/2019.

- 2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June). FLVS will bill the school/district for the student, regardless of the student’s status upon receipt of the invoice.

| Cycle   | Enrollment Data Date Range                         | Invoice Sent |
|---------|----------------------------------------------------|--------------|
| Cycle 1 | July - October                                     | Mid-November |
| Cycle 2 | November - February                                | Mid-March    |
| Cycle 3 | March - June                                       | End of June  |
| Cycle 4 | True-up/Enrollments not captured in previous cycle | Mid-July     |



- 3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

**Billing Contact Personnel:**

| School or District                                                             | Florida Virtual School                                                     |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Name:</b> Bonnie Wood                                                       | <b>Name:</b> Carmen Brehoi                                                 |
| <b>School/District Address:</b> District<br>35 MLK, Jr. Blvd. Quincy, FL 32351 | <b>Address:</b> 2145 Metrocenter Blvd. Suite 100<br>Orlando, Florida 32835 |
| <b>Email:</b> woodb@gcpsmail.com                                               | <b>Email:</b> cbrehoi@flvs.net                                             |
| <b>Telephone No.:</b> (850)627-9651 Ext.1222                                   | <b>Telephone No.:</b> 407-513-3615                                         |

- F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
  1. Delayed start date.
  2. Students placed as traditional FLVS Flex Virtual Learning Lab (VLL) students.
  3. Future lab request(s) may be denied.
  4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as Flex, and the FTE sharing will apply for enrollments not tagged as BLC.
- G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
  1. ACADEMIC INTEGRITY IN THE BLC. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

**Instructors will:**

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

**Facilitators will:**

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS Instructors.
- Encourage student to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.



- 2. **MODIFICATION:** Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
- 3. **PARTICIPATION IN SIMILAR ACTIVITIES:** This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.
- 4. **MAIN POINT OF CONTACT:** Contact your District Relations Manager (DRM) with questions concerning this Agreement. The main contacts for this instrument are:

**School or District**  
Authorized Official:

X Carolyn Francis

**FLVS**  
Authorized Official:

x Rian Meadows

- 5. **COMPLIANCE:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
- 6. **COMMENCEMENT/EXPIRATION DATE:** This Agreement is executed as of the date of last signature and is effective through **6/30/2019** at which time it will expire unless extended by mutual written agreement of both parties. Classes will begin in August 2018 for the 2018-2019 school year.
- 7. **LIABILITIES:** It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, and agents, to the extent allowed by their respective state laws.
- 8. **CONFIDENTIALITY OF STUDENT RECORDS**  
FLVS understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. FLVS further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. FLVS shall regard all student information as confidential and will not disclose the student information to any third party.

9. **PUBLIC RECORDS**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida’s Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public



records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF THE EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL, [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net), OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

10. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, School, a school district and governmental entity, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, School shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the parties--by mutual written agreement--may extend the notice of termination period to one beyond the 30-day notice period prescribed herein to ensure completion of services by vendor and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

11. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY IS MAKING A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

*(Signature on the Following Page)*



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **School or District:**

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

\_\_\_\_\_  
**Name and Title:**

FOR: **FLORIDA VIRTUAL SCHOOL**

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

\_\_\_\_\_  
**Name and Title:** Dr. Jodi C. Marshall;  
President and CEO

SUMMARY SHEET  
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8p  
**DATE OF SCHOOL BOARD MEETING:** June 26, 2018  
**TITLE OF AGENDA ITEM:** PAEC ELL Contract  
**DIVISION:**  
X This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

This is a contracted out 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:** Federal Programs  
**AMOUNT:** \$72,000.00  
**PREPARED BY:** Rose Raynak  
**POSITION:** 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: \_\_\_\_\_

2018 06 14 PM 2:24

**School Board of Gadsden County, Florida**  
**RENEWAL CONTRACTUAL AGREEMENT**  
**Fiscal Year: 2018-2019**

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 initiative.**

**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, 2018 and end June 30, 2019 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, 2018 and finish the project by June 30, 2019.

#### **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 four equal payments of \$18,000 (eighteen 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 \$72,000.00 (seventy two 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 \$72,000.00

#### **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

\_\_\_\_\_  
Mr. Steve Scott  
Chairman, 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.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8q

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEM:** Dual Enrollment Articulation Agreement between Tallahassee Community College and Gadsden County Schools 2018-2019

**DIVISION:** Secondary Education

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

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

The purpose of this agenda item is to request board approval of the Dual Enrollment Articulation Agreement between the School Board of Gadsden County and Tallahassee Community College governing the enrollment of students for the 2018-2019 school term.

**FUND SOURCE:** FEFP

**AMOUNT:** Undetermined – based upon enrollment

**PREPARED BY:** Sylvia R. Jackson, Ed.D.

**POSITION:** Area Director of Secondary Education/Adult, Career and Technical Education

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_2\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_15\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_15\_\_\_

2018 JUN 26 11:12  
TALLAHASSEE COMMUNITY COLLEGE

# 2018 – 2019 Dual Enrollment Articulation Agreement

## Gadsden County Schools and Tallahassee Community College

### Introduction

The Dual Enrollment Articulation Agreement, as required by Section 1007.271(21), Florida Statutes, is made by and between the District Board of Trustees of Tallahassee Community College, hereinafter referred to as TCC, and the District School Board of Gadsden County, hereinafter referred to as the School Board. The term of this agreement shall commence upon signing and shall end July 31, 2019.

The local Articulation Committee shall consist of the following: Committee members from the School Board will be appointed by the Superintendent of the School Board or designee. Committee members from TCC will be appointed by the President of TCC or designee.

Either party may cancel this Agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This Agreement may be amended only by written communication signed by the Superintendent of the District School Board of Gadsden County and the President of Tallahassee Community College.

### I. A ratification or modification of all existing articulation agreements

This agreement replaces any existing agreement with TCC and the School Board regarding the Dual Enrollment Articulation Agreement existing as of the start of the term set forth above.

### II. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through the educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on TCC's Dual Enrollment website.

It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

### **III. A delineation of courses and programs available to students eligible to participate in dual enrollment**

Section 1007.271(1), Florida Statutes, establishes that “the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

Students enrolled as dual enrollment, early admission, or career dual enrollment shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as dual enrollment, early admission, and career dual enrollment, will be eligible to participate in both high school and college activities as appropriate including graduation and other extracurricular activities. Participation in all college activities must be approved by the Vice President for Student Affairs.

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available upon request. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the agreement.

College courses are offered on the main campus, high school campuses, and through distance learning.

#### **Early Admission Dual Enrollment**

Early Admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (minimum of 12 credit hours and maximum of 15 credit hours) in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Early admitted students will be exempt from the payment of registration, tuition, and laboratory fees. Both the high school and TCC must approve Early Admission for a high school student each semester.

#### **Career Dual Enrollment**

Career dual enrollment is a curricular option of elective credits toward earning the high school diploma and completing a career-preparatory certificate program (PSAV). Career dual enrollment is not intended to enable students to take isolated courses unrelated to a program. The School Board will inform all students of the options available and the eligibility criteria.

**IV. A description of the process by which students and their parents exercise options to participate in the dual enrollment program**

**Application Process for New Students**

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 5: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the TCC Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores
- Permission to register form
- High school transcript (please use the FASTER system)

Step 6: During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form.

**Application Process for Early Admission Students**

Step 1: Complete [TCC online application](#).

Step 2: Meet with high school guidance counselor to discuss testing options.

Step 3: Complete the Permission to Register Form with your guidance counselor. Your guidance counselor will help you choose courses that will count towards your high school graduation requirements. Please make sure that your guidance counselor lists the courses on the permission to register form and signs the form. [Click here to access the form](#).

Step 4: Complete the Permission for Early Admission Form with your guidance counselor. [Click here to access the form](#).

Step 5: Schedule a meeting with the TCC Dual Enrollment Coordinator.

Step 6: Submit the documents below prior to or during your meeting with the TCC Dual Enrollment Coordinator. Documents can be emailed to the Dual Enrollment Coordinator or you can bring them to your meeting.

- Copy of test scores

- Permission to register form
- Permission for early admission form
- High school transcript (please use the FASTER system)

**Step 7:** During your meeting with the TCC Dual Enrollment Coordinator, you will be registered for your TCC courses that are listed on your Permission to Register Form. The TCC Dual Enrollment Coordinator is the only person allowed to register you for your courses.

#### **Withdrawing from classes and Schedule Changes**

Dual enrollment students must comply with the drop/add and withdrawal policies and deadlines published by TCC.

To withdraw, add, or drop from a course(s), students must provide a written request from the high school guidance counselor verifying that the student has permission to withdraw, add, or drop **before the withdrawal deadline**. The request must be submitted to TCC's Dual Enrollment Coordinator before the withdrawal deadline. [Click here for the Dual Enrollment Withdrawal Form.](#)

To change a student's schedule, the guidance counselor must submit a written request to TCC's Dual Enrollment Coordinator before the deadline which is published on TCC's dual enrollment website. [Click here for the Course Adjustment Form.](#)

#### **Summer Enrollment**

Students are allowed to enroll in summer courses during Summer B session. Enrollment in sessions A, F and C are not allowed.

Graduating high school seniors will not be eligible to participate in dual enrollment during the summer. They will be categorized as degree seeking college students and will have to pay for summer courses.

#### **Maximum Course Loads**

Traditional dual enrolled students are allowed a maximum of 11 credit hours each semester. All college courses taken must count towards high school credit.

Early admission students are allowed a minimum of 12 credit hours and maximum of 15 credit hours each semester. All college courses taken must count towards high school credit. Special permission is required each semester for the early admission program.

#### **Testing for Dual Enrollment Eligibility**

Students will use the P.E.R.T., SAT, ACT, and FCAT 2.0. Reading scores to test for dual enrollment eligibility.

Prior to May 1<sup>st</sup>, 2017

| <b>P.E.R.T.</b>                                       |         |      |                                        |
|-------------------------------------------------------|---------|------|----------------------------------------|
| Reading                                               | 106     |      | ENC 1101                               |
| Writing                                               | 103     |      |                                        |
| Mathematics                                           | 114-122 |      | MAT 1033                               |
| Mathematics                                           | 123     |      | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>*SAT-I, The College Board</b>                      |         |      |                                        |
| Reading                                               | 440     | 24   | ENC 1101                               |
| Writing and Language                                  | N/A     | 25   | ENC 1101                               |
| Mathematics                                           | 440     | 24   | MAT 1033                               |
| Mathematics                                           | 550     | 28.5 | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>Enhanced ACT, American College Testing Program</b> |         |      |                                        |
| Reading                                               | 19      |      | ENC 1101                               |
| English                                               | 17      |      |                                        |
| Mathematics                                           | 19-20   |      | MAT 1033                               |
| Mathematics                                           | 21      |      | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>Grade 10 FCAT 2.0 Reading</b>                      |         |      |                                        |
| Reading                                               | 262     |      | ENC 1101                               |

After May 1<sup>st</sup>, 2017

| <b>P.E.R.T.</b>                                       |         |      |                                        |
|-------------------------------------------------------|---------|------|----------------------------------------|
| Reading                                               | 106     |      | ENC 1101                               |
| Writing                                               | 103     |      |                                        |
| Mathematics                                           | 114-122 |      | MAT 1033                               |
| Mathematics                                           | 123     |      | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>*SAT-I, The College Board</b>                      |         |      |                                        |
| Reading                                               | 440     | 24   | ENC 1101                               |
| Writing and Language                                  | N/A     | 25   | ENC 1101                               |
| Mathematics                                           | 440     | 24   | MAT 1033                               |
| Mathematics                                           | 470     | 25.5 | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>Enhanced ACT, American College Testing Program</b> |         |      |                                        |
| Reading                                               | 19      |      | ENC 1101                               |
| English                                               | 17      |      |                                        |

|                                  |       |                                        |
|----------------------------------|-------|----------------------------------------|
| Mathematics                      | 19-20 | MAT 1033                               |
| Mathematics                      | 21    | MAC 1105, STA 2023, MGF 1106, MGF 1107 |
| <b>Grade 10 FCAT 2.0 Reading</b> |       |                                        |
| Reading                          | 262   | ENC 1101                               |

Students must provide official score reports to TCC for ACT, SAT, and/or FCAT 2.0 Reading before being registered for courses. Scores must be less than two years old.

High schools must provide P.E.R.T. official score reports and P.E.R.T. test history if students plan to use high school P.E.R.T. scores.

It is the high schools' responsibility to provide P.E.R.T. for dual enrollment eligibility. TCC will work with the high schools and assist with P.E.R.T. testing for special circumstances.

**\*As of May 1, 2017, TCC will accepted the updated SAT scores. TCC has adjusted its scores based on the SAT redesign.**

V. **A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

The statutory eligibility requirements for academic dual enrollment include: 3.0 unweighted high school GPA and demonstrated readiness for college coursework through scores on a common placement test (as established in State Board of Education Rule 6A-10.0315).

TCC defines readiness for college-level coursework as placement into college-level Mathematics and English and Reading.

Students who wish to enroll in dual enrollment prior to completing the 10<sup>th</sup> grade FCAT 2.0 or Florida Comprehensive Assessment Test 2.0 will be required to place into college-level Mathematics and English and Reading in order to be eligible for the dual enrollment program. There are no exceptions to this rule.

Students who wish to enroll in dual enrollment after taking the 10<sup>th</sup> grade FCAT 2.0 or Florida Comprehensive Assessment Test 2.0 and have appropriate scores (see *Table 1*) on the English and Reading areas and do not have appropriate scores on the math portion of the college placement test will only be allowed to accumulate 12 college credit hours until the math portion of the test is passed. Students must be enrolled in the high school math college readiness course during the accumulation of the 12 college credit hours or have successfully completed the high school math college readiness course which will be verified through the high school transcript. There are no exceptions to this rule. Students must place into ENC 1101 with their test scores to be eligible to participate in the dual enrollment program.

Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through dual enrollment.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in [TCC's Student Handbook](#).

**Continued Enrollment for Academic Dual Enrollment**

Students must maintain a minimum 3.0 unweighted cumulative high school grade point average. Continued eligibility for college credit dual enrollment requires the maintenance of a 3.0 unweighted high school GPA.

Additionally, the TCC GPA will be reviewed each semester and students must maintain a 2.0 TCC GPA at the time of review as well as a successful completion rate of 75% (C or better). Students will be given a one semester grace period if the TCC GPA is below 2.0 or completion is below 75%. High school students are only allowed one grace period.

**Early Admission Eligibility**

Students who wish to participate in early admission must be a high school senior and have an unweighted high school GPA of 3.5 or higher. Additionally, students must have a TCC GPA of 3.0 or higher.

**Continued Enrollment for Early Admission**

Students must maintain a minimum 3.5 unweighted cumulative high school GPA and a TCC GPA of 3.0.

**VI. High School Credit Earned for the passage of Dual Enrollment Courses**

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. This list is available at <http://www.fldoe.org/articulation/pdf/DEList.pdf>. Eligible courses may be taken in any format that TCC offers them unless otherwise specified in the Agreement. Other courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for dual enrollment credit and count toward high school graduation, including electives provided these courses are specified in this agreement.

Courses Not Specified on the List – Courses that are not listed in the Dual Enrollment Course – High School Subject Area Equivalency List that are taken through dual enrollment must be identified in the Dual Enrollment Articulation Agreement along with the number of high school credits to be awarded either as an elective or subject area credit.

[Empty Box]

**VII. A description of the process for informing students and their parents of college-level course expectations**

Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations. TCC will inform students and parents of college-level course expectations through a dual enrollment orientation. TCC will also inform students and parents of college-level course expectations through the use of the course syllabus which is given to each student in each college-level course at the beginning of each semester.

**VIII. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

Section 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree.

Exceptions to High School Grade Point Averages Terms:

Upon recommendation by the principal or designee, a student with an unweighted GPA of 2.75-2.99 may enroll for a maximum of 6 hours of dual enrollment courses provided that the student has shown evidence of ability to do advanced level work through successful completion of Advanced Placement, Honors, or other advanced courses or supplemental work and provided that the student is in a high school college preparatory program in high school. Continuation of dual enrollment will require satisfactory progress in all college dual enrollment courses as defined in Section V of this agreement and successful completion of all high school courses with grades no lower than "B". Documentation must be provided to TCC's Academic Affairs designee.

Exceptions related to serious illness or other extenuating circumstances will be reviewed on a case by case basis and must be approved by both the principal and TCC's Academic Affairs designee.

TCC will provide a form to the high school that must be completed, signed, and returned to TCC before the student will be allowed to continue in the program. A rationale for the exception must be stated on the form.

TCC will not make exceptions to the required TCC grade point average. Students will be given a one semester grace period during which a review will take place to determine continued eligibility. The grace period can only be used once during the student's high school matriculation.

**IX. Registration Procedures for Dual Enrollment**

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers as well as 2<sup>nd</sup> options. The completed registration form will be given to TCC's Dual Enrollment Advisor who will register the student for courses that are available at the time the form is received.

**2018-2019 Deadlines for High Schools:**

| <b>Due Date</b>                           | <b>Activity</b>                                                                                                                                                              | <b>Responsible Party</b> |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| June 12 <sup>th</sup> , 2018<br>(Noon)    | Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Summer 2018 B session                                                                 | High school              |
| July 23 <sup>rd</sup> , 2018              | Last Day to Withdraw a student from Summer 2018 B session (use withdrawal form)                                                                                              |                          |
| August 10 <sup>th</sup> , 2018            | Last Day for students to submit all paperwork <u>and</u> test scores for enrollment in Fall 2018 semester. This includes registration for courses on the high school campus. |                          |
| August 20 <sup>st</sup> , 2018            | TCC First Day of Class                                                                                                                                                       |                          |
| August 24 <sup>th</sup> , 2018            | Last Day to Change Schedules or <u>drop</u> students (use course adjustment form)                                                                                            | High school              |
| October 30 <sup>th</sup> , 2018           | Last Day to Withdraw a student (use withdrawal form)                                                                                                                         |                          |
| November 9 <sup>th</sup> , 2018           | Deadline to make changes to course offerings at the high school for Spring 2019. Deadline to identify instructors.                                                           | High school              |
| November 30 <sup>th</sup> , 2018          | TCC Last Day of Class                                                                                                                                                        |                          |
| December 5 <sup>th</sup> , 2018<br>(Noon) | Deadline for students to submit paperwork for Spring 2018                                                                                                                    |                          |

|                                  |                                                                                   |             |
|----------------------------------|-----------------------------------------------------------------------------------|-------------|
|                                  | (applications, test scores, permission to register forms)                         |             |
| December 10 <sup>th</sup> , 2018 | Deadline to submit grades to TCC                                                  | High school |
| December 12 <sup>th</sup> , 2018 | TCC Transcripts will be delivered to high schools                                 | TCC         |
| January 7 <sup>th</sup> , 2019   | TCC First Day of Class                                                            |             |
| January 11 <sup>th</sup> , 2019  | Last Day to Change Schedules or <u>drop</u> students (use course adjustment form) | High school |
| March 8 <sup>th</sup> , 2019     | Deadline to Submit "Course Request for Dual Enrollment" Form for 2019-2020.       | High school |
| March 28 <sup>th</sup> 2019      | Last Day to Withdraw a student                                                    | High school |
| April 26 <sup>th</sup> , 2019    | TCC Last Day of Class                                                             |             |
| May 6 <sup>th</sup> , 2019       | Deadline to submit grades to TCC                                                  | High school |
| May 13 <sup>th</sup> , 2019      | TCC transcripts will be delivered to high schools                                 | TCC         |

**X. Exceptions, if any, to Professional Rules and Guidelines for Instructors teaching Dual Enrollment Courses**

There are no exceptions.

**XI. Exceptions, if any, to Rules and Guidelines stated in the student handbook which Apply to Faculty Members.**

Dual enrollment courses are college courses both in content and outcomes. Dual enrollment instructors must meet the teaching credentials established by the Southern Association of Colleges and Schools (SACS). Section 1007.271(5)(a), F.S., governs dual enrollment faculty. These provisions were taken from the *Dual Enrollment Statement of Standards*, which was codified in State Board of Education Rule 6A 14.064, FAC.

Faculty who wish to teach college credit courses that are offered on the high school campuses must complete a [TCC application](#) and all other procedures required by TCC's Human Resources and Academic Divisions. Applicants must be recommended for hire by the appropriate Academic Dean/Director. Faculty must also adhere to the following guidelines (Florida Statutes, 1007.271 (5a):

Meet the qualifications required by TCC as identified in the TCC Faculty Credentials Manual. The qualifications apply to all faculty members regardless of the location of instruction. TCC

requires compliance with these qualifications. [Click here to access TCC's Faculty Credentials Manual.](#)

1. Provide TCC with an official copy of the postsecondary transcript.
2. Provide a copy of the current syllabus for each course taught to the discipline chair or department chair of the postsecondary institution before the start of each term. The content of each syllabus must meet the same standards required for all college-level courses offered at TCC and must be approved by the appropriate TCC academic division.
3. Adhere to the professional rules, guidelines, and expectations stated in TCC's adjunct faculty handbook.
4. Adhere to the rules, guidelines, and expectations (which apply to faculty members) that are stated in TCC's student handbook.

Dual enrollment courses taught on the high school campus must meet the same competencies required for courses taught on the TCC campus. To ensure equivalent rigor with courses taught at TCC, the high school instructor will provide a comprehensive, cumulative end-of-course assessment or a series of assessments of all expected learning outcomes to the appropriate Dean or designee. The completed and scored assessments must be returned to TCC and held for one year (Florida Statutes, 1007.271 (6a)).

It is the responsibility of the high school dual enrollment specialist to notify TCC's Academic Affairs designee of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, TCC will decide what courses can be offered on the high school campus.

It is the responsibility of each instructor to check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify TCC's dual enrollment coordinator.

Advanced Placement (AP) students who do not take or pass the AP examination are not permitted to earn postsecondary credit for the AP course via dual enrollment. Per Section 1007.272, Florida Statutes, no student will be allowed duplicate credit based on enrollment in a joint AP/dual enrollment course. Dual enrollment courses taught on a high school campus may not be combined with any non-college credit high school course, per Section 1007.271 (6d), Florida Statutes.

Dual enrolled students taking courses on the high school campus must submit the same documentation as the students taking courses on TCC's main campus.

**XII. Responsibilities of the School Board Regarding Determination of Student Eligibility before Dual Enrollment Participation and Monitoring of Student Performance while Participating in Dual Enrollment**

The School Board is responsible for determining if the student is eligible to be tested for the dual enrollment program. Students who have a 3.0 unweighted high school grade point average and who have an interest in participating in dual enrollment should be referred to their high school guidance counselors to discuss the eligibility requirements for the program.

The high school is responsible for making sure that all students who plan to participate in dual enrollment have completed an online TCC application.

The high school is responsible for advising students relative to insuring that they meet the requirements for high school graduation. The high school is also responsible for advising students about Bright Futures.

It is TCC's responsibility to monitor student performance in TCC's dual enrollment courses. The School Board and TCC should exchange student transcripts in order to make sure that students are eligible to continue in the dual enrollment program.

TCC is responsible for assigning grades for dual enrollment courses. The School Board is prohibited from changing any grade (once assigned by the college) when posting it to the high school transcript.

**XIII. Responsibilities of the Florida College System Institution Regarding Transmission of Student Grades in Dual Enrollment Courses to the School Board**

TCC will transmit student transcripts to the district office at the end of each semester.

**XIV. Responsibilities for Funding that Delineates Costs Incurred by the School Board and TCC**

Dual enrollment students shall be exempt from paying registration, matriculation, and laboratory fees.

Textbook Costs & ADA Accommodation Costs

Textbooks will be provided to students by the School Board. Textbooks purchased by the School Board shall remain the property of the School Board as specified in Section 1007.271 (17), F.S. TCC will continue its efforts to reduce the cost of textbooks and materials to the School Board. The costs of ADA accommodations for dual enrollment students with disabilities taking courses on TCC's campus will be covered by TCC. The costs of ADA accommodations for dual enrollment students with disabilities taking

courses on the high school campus will be covered by the School Board.

#### Standard Tuition Rate

Per the 1007.271, F.S., the School Board is required to pay the standard tuition rate per credit hour to TCC for instruction taking place on the college campus for dual enrolled students. The approved standard tuition for FY 2018-2019 is \$71.98. The rate will be charged for courses taking place on TCC's main campus, TCC's educational centers, and distance learning courses. The School Board is also required to pay the standard tuition rate per credit hour to TCC for dual enrolled home education students who are registered with the School Board.

TCC will not charge tuition to the School Board for Summer 2019 dual enrollment students. TCC also will not limit dual enrollment participation based upon capacity, F.S. 1007.271(4) in any term.

TCC will use the fees collected to enhance the dual enrollment program. TCC will promote dual enrollment participation, increase capacity, and enrich the quality of services associated with the dual enrollment program. The School Board's payment of tuition to TCC will increase the number of counselors available to the dual enrollment program in order to recruit more dual enrollment students and to help prepare students for transition to college, to counsel students in meta-majors and programs of study, and to track and provide feedback to students on their progress. TCC will also provide high school faculty and counselor training for dual enrollment.

#### Instructional Costs

It is the responsibility of the School Board to provide full instructional costs for dual enrollment occurring on the high school site. For instruction occurring on the high school sites by college faculty, the School Board must reimburse TCC for the costs associated with the proportion of salary and benefits.

TCC cannot guarantee the availability of instructors for dual enrollment classes offered at the high school. Schools can assist TCC by recommending qualified School Board instructors for consideration for teaching dual enrollment courses offered at the high school.

TCC regularly uses high school faculty to teach both dual enrollment and regular TCC courses and incorporates training, mentoring, and assessment of these faculty into its regular adjunct program. Therefore, TCC's costs associated with instruction occurring on the high school site by TCC approved high school faculty who are paid by the School Board will be considered a normal part of TCC's obligation to its faculty for training and mentoring; no costs will be assessed.

#### Invoicing for Financial Obligations

TCC will invoice the School Board for financial obligations within 21 business days of TCC's Census date which is normally after the 5<sup>th</sup> day of class each semester.

A second invoice may be generated for all students who enroll in an express session if that student is not included in the main session invoice.

The school district is responsible for any student who fails to withdraw after the add/drop period.

Before invoicing, each district will need to verify enrollment. Once verification has occurred, there will be no changes to the invoices.

**XV. Responsibilities for Student Transportation**

It is the student's responsibility to provide his or her own transportation.

**XVI. Responsibilities for services and resources that are available to students with disabilities**

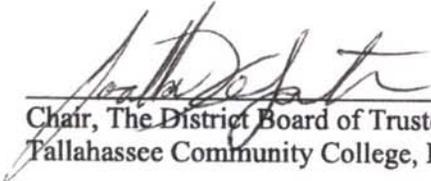
By this agreement, Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resource that are available to students with disabilities who register for dual enrollment.

Tallahassee Community College provides services and facilities accessible to, and usable by, all qualified students with disabilities. The college will assure educational access by providing reasonable and appropriate accommodations to those students who provide the proper documentation. An Individual Education Program (I.E.P) filed with the student's home school will suffice as appropriate documentation to receive necessary accommodations.

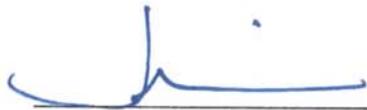
The college provides physical, academic, and program access including: Extended time testing, Note-taking Services, Reader Services, Recorders, Audio Books via LearningAlly.org, E-Texts, Adaptive technology, Math accommodations, Sign Language interpreters, and Spelling accommodations.

**IN WITNESS WHEREOF**, the School Board of Gadsden County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

5/21/18  
Date

  
Chair, The District Board of Trustees,  
Tallahassee Community College, Florida

5/21/18  
Date

  
President, Tallahassee Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Gadsden County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Gadsden County School District

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8r

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**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 2017-2018 school  
year.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Caroline McKinnon

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

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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: \_\_\_\_\_

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JUN 26 2018  
FBI - GADSDEN

**School Health Services**  
**Memorandum of Agreement**  
**Between**  
**Gadsden County School Board**  
**And**  
**Florida Department of Health**  
**Gadsden County Health Department**  
**MOA# - 005 (2018 – 2019)**

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 annual 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. The 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, 2018
  - December 30, 2018
  - March 30, 2019
  - June 30, 2019
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, 2018 through June 30, 2019. 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. 8s

DATE OF SCHOOL BOARD MEETING: June 26, 2018

TITLE OF AGENDA ITEM: Agreement Between the School Board of Gadsden County, FL., Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C.

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This agreement among Gadsden School District, Capital Health Plan World Class Schools of Leon County, and Titus Sports Academy will provide the following:

The CHP Champions program will provide before, during, and afterschool fitness and exercise programs for SBGC students and may also provide before and after-school fitness and exercise programs for employees. All programs, with the exception of the during-school student programs, shall be voluntary for participants.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent of Schools

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 12

CHAIRMAN’S SIGNATURE: page(s) numbered 12

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

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, CAPITAL  
HEALTH PLAN, INC., WORLD CLASS SCHOOLS OF LEON COUNTY, INC.,  
and TITUS SPORTS ACADEMY, L.L.C**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the School Board of Gadsden County, Florida; Capital Health Plan, Inc., a Florida Corporation, not for profit; World Class Schools of Leon County, Inc., a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce; and Titus Sports Academy, LLC. The School Board of Gadsden County, Florida, Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, LLC are collectively referred to as “the Parties.” The term “Party” shall be the singular of “Parties.”

**Recitals**

WHEREAS, the School Board of Gadsden County, Florida (“SBGC”) is the governing body of the Gadsden County School District (“District”); and

WHEREAS, Capital Health Plan (“CHP”) is a Florida Corporation, not for profit and a federally qualified non-profit health maintenance organization created to provide comprehensive and coordinated medical care in Calhoun, Gadsden, Jefferson, Leon, Liberty and Wakulla counties; and

WHEREAS, World Class Schools of Leon County, Inc., is a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce (“WCS”), created to involve business and civic leaders in the attainment of the highest levels of academic achievement in the District; and

WHEREAS, Titus Sports Academy, LLC (“Titus”), provides sports training in the Tallahassee, Leon County area and throughout the State of Florida; and

WHEREAS, CHP and Titus have partnered together to offer a physical fitness and exercise program to students and staff in the District and surrounding counties, hereinafter known as the *CHP Champions* program; and

WHEREAS, CHP and Titus have engaged WCS to implement the *CHP Champions* program, whereby funds provided by CHP to WCS will be utilized to implement the *CHP Champions* program through the services of Titus; and

WHEREAS, the *CHP Champions* program is designed to help participants improve their health, fitness, and self-confidence through physical activity and

play for 45 minutes twice weekly, and additionally focuses on self esteem building through mastery of physical skills and positive coaching techniques; and

WHEREAS, over the past twelve years of its existence, the *CHP Champions* program has expanded its operations both within Leon County and the surrounding three-county area (“Big Bend area”); and

WHEREAS, the Parties desire to enter into a contractual relationship reflecting the Parties’ respective responsibilities regarding the implementation and operation of the *CHP Champions* program in the District for the 2018-2019 school year which starts July 1, 2018 and ends June 30, 2019, which start and end dates for implementation of the program are to be agreed upon by Titus and WCS, after consultation with SBGC.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, SBGC, CHP, WCS, and Titus do hereby mutually agree to the following terms and conditions below:

1. **Purpose**

1.1 The purpose of this Agreement is to define the roles, relationships and responsibilities of the Parties as each relate to the *CHP Champions* program, which is operated and implemented exclusively by WCS and Titus.

1.2 The *CHP Champions* program will provide before, during, and after-school fitness and exercise programs for SBGC students and may also provide before and after-school fitness and exercise programs for employees. All programs, with the exception of the during-school student programs, shall be voluntary for participants.

2. **SBGC Rights and Responsibilities**

2.1 SBGC will permit Titus to use its school sites as the location for the provision of the *CHP Champions* program, provided that Titus adheres to all applicable state statutes, state rules and board policies regarding the use of school facilities.

2.2 SBGC will assist in making the *CHP Champions* program available to District students in accordance with the terms set forth by the school site administrators.

2.3 SBGC will maintain a copy of each executed release obtained by Titus for each District student enrolled in the *CHP Champions* program.

2.4 Level II background screenings will be performed on all Titus staff involved in the *CHP Champions* program, in accordance with Leon County School policy 2.021 and applicable state law, upon payment of the required fee. Titus shall ensure that all employees, contractors or assignees submit to Level II background checks, as set forth in section 5.6, below.

2.5 SBGC will review all manuals, program rules and guidelines, safety protocols and forms related to the *CHP Champions* program.

2.6 SBGC will prepare and require compliance with a District security and operations manual for the *CHP Champions* program, which manual shall provide guidelines on maintaining safe and secure school sites, use and/or non-use of school recreational equipment, etc., which will be available during the *CHP CHAMPIONS* Coach Certification.

2.7 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the *CHP Champions* program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

### 3. **CHP Responsibilities.**

3.1 CHP shall provide funds to WCS for the implementation of the *CHP Champions* program in accordance with the approved budget and including an administration fee of \$30,000 payable from CHP to WCS at the rate of \$2,500 per month. CHP will work in coordination with WCS and Titus in developing and maintaining an annual budget for the program. Any changes to the budget after approval must be

agreed upon in writing by CHP, Titus and WCS.

3.2 CHP shall ensure that all student records and/or personal health information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

#### 4. **WCS Responsibilities.**

4.1 WCS shall act as the fiscal agent and contract manager for CHP, and shall utilize the funds provided to it by CHP to support and fund the operations of the *CHP Champions* program in accordance with this Agreement. This will include, but not limited to, the following:

- a. Developing and maintaining an annual budget for the *CHP Champions* program in coordination with CHP and Titus; any changes to the budget after approval must be agreed upon in writing by CHP, Titus and WCS.
- b. Disbursing CHP funds necessary to administer the *CHP Champions* program in accordance with this agreement and the annual budget;
- c. Providing monthly financial statements, which detail all receipts and expenditures, to the Chief Financial Officer of CHP;
- d. Providing quarterly financial reports, in a format agreed upon by WCS and SBGC, to the *CHP Champions* Advisory Committee; Ensuring that SBGC and the principal of each school in which the CHP Champions program is being administered are involved in student recruitment and scheduling;
- e. Ensuring that Titus documents successful completion of Level II background screening requirements by each staff member prior to contact with SBGC students;
- f. Ensuring that Titus maintain Commercial General Liability insurance, as set forth in section 5.8 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the

insurance company documenting proof of annual payment) for the current policy period;

- g. Ensuring that Titus maintain workers compensation/employers liability insurance, as set forth in section 5.9 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment) for the current policy period; Ties to maturity date of policy Titus agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents arising from these duties that might constitute grounds for a Worker's Compensation claim would be covered under the Worker's Compensation policy provided by Titus and referenced in section 5.9. pursuant to employees acting within scope, responsibility and duty of employment.

4.2 WCS shall disburse the designated funds it receives from CHP as necessary to support and fund the goals and related outcomes of the *CHP Champions* program.

4.3 WCS shall ensure that all student information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

4.4 WCS shall coordinate *CHP Champions* Advisory Committee meetings. In addition, WCS may also assist in preparing an annual report.

4.5 WCS shall provide any assistance reasonably requested by Titus in the implementation and operation of the *CHP Champions* program.

## 5. **Titus Responsibilities.**

5.1 Titus shall develop, monitor and oversee the programs and the operations of *CHP Champions* including compliance with the standards and the goals developed by Titus and CHP for the *CHP Champions* program.

5.2 Titus shall develop all program materials, student materials, and procurement of program equipment, coaches' uniforms, "*CHP Champions*" t-shirts, rewards and incentives.

5.3 Titus shall develop and enforce the program standards, inclusive of assurance that each on-site coach representing Titus is meeting its minimum requirements as described in the attachment entitled "Requirements and Expectations for Champions Coaches."

- a. Ensuring that Titus will provide adequate training and day-to-day supervision of all staff, to include appropriate safety standards set forth by SBGC policy.
- b. Ensuring that Titus complies with all District safety and operations protocols.

5.4 Titus shall provide the staff and all programs necessary to implement and operate the *CHP Champions* program. In this regard, Titus shall have the sole discretion to recruit, select, hire and fire the staff, the coaches, any volunteers, or any other persons working in the *CHP Champions* program as Titus deems necessary to implement the *CHP Champions* program.

5.5 Titus shall select, train, and assign the staff, Coaches, volunteers, or other persons that may be required to work in the *CHP Champions* program.

5.6 Titus shall ensure that all employees, contractors or assignees submit to Sexual Predator and Level II background checks in accordance with state law and Leon County School Policy 2.021.

5.7 Titus shall take all precautions necessary for the safety of and prevention of injury to persons, including *CHP Champions* program participants, Titus employees, and third persons, and for the prevention of damage to SBGC property.

5.8 Titus shall maintain during the term of this Agreement, and any and all subsequent terms, Commercial General Liability insurance covering Titus and the *CHP Champions* program for bodily injury, personal injury, and property damage, including, but not limited to, coverage for operations, products, independent contractors, and liability contractually assumed, using the latest

occurrence form edition Commercial General Liability Coverage Form (ISO Form CG1), as filed for use in the State of Florida by the Insurance Services Office. The insurance shall be in the minimal amount of \$1 million per occurrence/\$3 million annual aggregate and shall clearly list SBGC as Additional Insured on the policy certificate. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in insurance coverage will be grounds for immediate termination of this Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.9 Titus shall maintain workers compensation/employers liability insurance covering Titus, the *CHP Champions* program, and to the extent its subcontractors and sub-subcontractors are not insured, which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. Titus shall ensure that this coverage complies with both the Florida Workers' Compensation Act and the Federal Employer's Liability Act. Subject to the restrictions found on the Standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for those customarily insured under Part One of the Standard Workers' Compensation Policy. The minimum amount of coverage for those customarily insured under Part Two of the Standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in workers compensation/employers liability insurance coverage will be grounds for immediate termination of this Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide

written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.10 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour claim or determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

6. **Compensation.**

6.1 Compensation shall be paid by WCS to Titus in accordance with the approved budget for the *CHP Champions* program.

7. **Protection of Proprietary and Confidential Information of Titus.**

7.1 The Parties acknowledge that during the performance of this Agreement and during the implementation and operation of the *CHP Champions* program, it may be necessary for Titus to disclose certain trade secrets, concepts, programs, intellectual property or other confidential and proprietary information (collectively referred to as "Information") that has been developed by Titus.

7.2 To the extent that any Party gains knowledge of the confidential or proprietary Information of Titus, the Parties shall not disclose to non-partner third parties any such Information except upon express, written permission of Titus.

8. **Protection of Student Information.**

The Parties acknowledge that, by virtue of entering into this Agreement, Titus and WCS may have access to certain participant information, including

health information. Titus and WCS agree that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to any non-partner third party, except where permitted or required by law or where such disclosure is expressly approved by the student's parent in writing, any participant information, and Titus and WCS shall comply with all Federal and State laws and regulations regarding the protection of such participant information.

9. **Term of the Agreement.**

This Agreement shall commence on the date signed ("Effective Date") and shall end on June 30, 2019, unless earlier terminated pursuant to paragraph 10. This Agreement may be extended or renewed, upon written approval of the parties.

10. **Termination of Agreement.**

10.1 This Agreement or any extension thereof may be terminated with or without cause, by any Party at any time, by giving a 60-day written notice to the other parties. Said notice shall be delivered by certified mail or in person. In the event this Agreement is terminated, the participants of the CHP Champions program shall be afforded a 30-day written notice. All costs incurred in the provision of the written notice to the participants shall be borne by the terminating party.

10.2 This Agreement or any extension thereof may be immediately terminated upon the provision of written notice by certified mail by any Party for the failure of Titus to maintain appropriate liability and workers' compensation insurance coverages in accordance with sections 5.8 and 5.9 of this Agreement.

10.3 In the event of termination pursuant to section 10.1, neither party is relieved of their respective performance obligations for the 60 day notice period. All parties are responsible to provide their respective services or payments for such services for all periods up to and including until the final expiration date of the notice period in section 10.1 above.

11. **Indemnification.**

11.1 In exchange for the ability to access SBGC property for the implementation of the CHP Champions program, WCS and Titus expressly undertake to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or

damages, including court costs and attorney's fees, exclusively arising out of the implementation and operation of the CHP Champions program, including, but not limited to:

- Disciplinary action or the termination of any individual involved in the CHP Champions program that is exclusively related to activities arising within the scope of the CHP Champions program;
- Debts accrued by WCS or Titus in connection with or arising out of the CHP Champions program and/or nonpayment of the same;
- Any material breach of this Agreement or violation of law;
- Personal injury, property damage, or violations of civil rights that may arise out of, or by reason of the CHP Champions program and/or its employees, agents, and representatives while performing their duties within the scope of the CHP Champions program;
- Any labor and employment related actions brought under state or federal law, as set forth in sections 2.7 and 5.10, above.

11.2 In addition to the express acknowledgment set forth in section 11.1 of this Agreement, Titus expressly undertakes to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or damages, including court costs and attorney's fees, arising out of the negligence of any individuals involved in the implementation of the *CHP Champions* program, including employees, contractors, subcontractors, or other agents, in connection with and arising out of their services within the scope of this Agreement.

11.3 WCS or Titus shall provide written notice to SBGC in within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim for indemnification under this provision.

11.4 Should it become necessary for SBGC to incur any costs and/or expenses, from the Effective Date of this Agreement forward whether directly or indirectly, including, but not by way of limitation, attorney's fees, investigator's fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this Agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection

with the enforcement of this Agreement or any portion of it, WCS and Titus or their respective insurance carriers agree to pay SBGC, upon the provision of reasonable notice by SBGC, such reasonable fees and/or costs for which expenditure is made or liability incurred by SBGC.

11.5 WCS and Titus's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement and shall continue until the later of: a) five years after termination of this Agreement, or b) the final termination of all pending or threatened actions, suits, proceedings or investigations to which SBGC may be subject by virtue of this Agreement.

11.6 Nothing in this indemnification section waives or modifies the limitations of liability in section 768.28, F.S., which limits are hereby deemed applicable to this Agreement.

## 12. **Other Terms and Conditions.**

12.1 **Renegotiation or Modifications.** Modifications of the terms and conditions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties. The Parties agree to renegotiate this Agreement if any material changes to the *CHP Champions* program are made that adversely affect any party to this Agreement.

12.2 **Severability.** If any provision of this Agreement or the application thereof is held to be invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

12.3 **Assignment.** Titus may assign its rights and delegate its duties pursuant to this Agreement to any wholly owned subsidiaries of Titus that it deems necessary in order to implement and operate the *CHP Champions* program.

12.4 **Controlling Law.** The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Florida and the parties expressly submit to its jurisdiction.

12.5 **Authority.** Each party represents and warrants to the other party that it has all requisite authority and power to enter into and perform its obligations pursuant to the provisions of this Agreement.

12.6 **Integration.** This Agreement constitutes the entire Agreement of the Parties with respect to the implementation and operation of the *CHP Champions* program in Gadsden County.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date referenced above.

**School Board of Gadsden County,  
Florida**

**School Board of Gadsden County,  
Florida**

By: \_\_\_\_\_

Roger P. Milton

Its: Superintendent

By: \_\_\_\_\_

Steve Scott

Its: School Board Chair

**World Class Schools, Inc., Greater  
Tallahassee Chamber of  
Commerce**

**Titus Sports Academy, LLC**

By: \_\_\_\_\_

Sue Dick

Its: President

By: \_\_\_\_\_

Adam Faurot

Its: President

**Capital Health Plan**

By: \_\_\_\_\_

John Hogan

Its: President

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8t

DATE OF SCHOOL BOARD MEETING: June 26, 2018

TITLE OF AGENDA ITEM: Head Start 2018 Cost-of-Living-Adjustment (COLA)

DIVISION: Head Start

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

PURPOSE AND SUMMARY OF ITEM:

Approval of Head Start Cost-of-Living-Adjustment (COLA) Funds

FUND SOURCE: Head Start

AMOUNT: \$54,591

PREPARED BY: Carolyn Harden

POSITION: Head Start/Prekindergarten Program Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

3 Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

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

2018 JUN -7 PM 1:32  
SCHOOL BOARD  
ASSISTANT  
SUPERINTENDENT

**Application for Federal Assistance SF-424**

|                                                                                                                                                                                  |                                                                                                                                                    |                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| * 1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application:<br><input type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input checked="" type="checkbox"/> Revision | * If Revision, select appropriate letter(s):<br><input type="text" value="Increase Award"/><br>* Other (Specify):<br><input type="text"/> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

|                                             |                                                                   |
|---------------------------------------------|-------------------------------------------------------------------|
| * 3. Date Received:<br><input type="text"/> | 4. Applicant Identifier:<br><input type="text" value="04CH4687"/> |
|---------------------------------------------|-------------------------------------------------------------------|

|                                                                    |                                                                        |
|--------------------------------------------------------------------|------------------------------------------------------------------------|
| 5a. Federal Entity Identifier:<br><input type="text" value="N/A"/> | 5b. Federal Award Identifier:<br><input type="text" value="04CH4687"/> |
|--------------------------------------------------------------------|------------------------------------------------------------------------|

**State Use Only:**

|                                                 |                                                       |
|-------------------------------------------------|-------------------------------------------------------|
| 6. Date Received by State: <input type="text"/> | 7. State Application Identifier: <input type="text"/> |
|-------------------------------------------------|-------------------------------------------------------|

**8. APPLICANT INFORMATION:**

|                                                                                                |                                                                  |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| * a. Legal Name: <input type="text" value="GADSDEN COUNTY SCHOOL BOARD"/>                      |                                                                  |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="596000615"/> | * c. Organizational DUNS: <input type="text" value="152811279"/> |

**d. Address:**

|                      |                                                 |
|----------------------|-------------------------------------------------|
| * Street1:           | <input type="text" value="500 W King St"/>      |
| Street2:             | <input type="text"/>                            |
| * City:              | <input type="text" value="Quincy"/>             |
| County/Parish:       | <input type="text" value="Gadsden County"/>     |
| * State:             | <input type="text" value="FL: Florida"/>        |
| Province:            | <input type="text"/>                            |
| * Country:           | <input type="text" value="USA: UNITED STATES"/> |
| * Zip / Postal Code: | <input type="text" value="32351-1606"/>         |

**e. Organizational Unit:**

|                                                                              |                                                                   |
|------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Department Name:<br><input type="text" value="Gadsden County School Board"/> | Division Name:<br><input type="text" value="Head Start Program"/> |
|------------------------------------------------------------------------------|-------------------------------------------------------------------|

**f. Name and contact information of person to be contacted on matters involving this application:**

|                                                  |                                                    |
|--------------------------------------------------|----------------------------------------------------|
| Prefix: <input type="text" value="Mrs."/>        | * First Name: <input type="text" value="Carolyn"/> |
| Middle Name: <input type="text"/>                |                                                    |
| * Last Name: <input type="text" value="Harden"/> |                                                    |
| Suffix: <input type="text"/>                     |                                                    |
| Title: <input type="text" value="Director"/>     |                                                    |

Organizational Affiliation:

|                                                                       |                                                         |
|-----------------------------------------------------------------------|---------------------------------------------------------|
| * Telephone Number: <input type="text" value="(850) 627-3861 x1703"/> | Fax Number: <input type="text" value="(850) 875-8790"/> |
| * Email: <input type="text" value="hardenc@gcpsmail.com"/>            |                                                         |

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

Independent School District

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

ACF-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

CFDA Title:

Head Start

**\* 12. Funding Opportunity Number:**

eGrants-N/A

\* Title:

N/A

**13. Competition Identification Number:**

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Gadsden County

**\* 15. Descriptive Title of Applicant's Project:**

2018 Cost-Of-Living-Adjustment (COLA) Application

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

|                     |                                     |
|---------------------|-------------------------------------|
| * a. Federal        | <input type="text" value="54,591"/> |
| * b. Applicant      | <input type="text" value="13,648"/> |
| * c. State          | <input type="text"/>                |
| * d. Local          | <input type="text"/>                |
| * e. Other          | <input type="text" value="0"/>      |
| * f. Program Income | <input type="text"/>                |
| * g. TOTAL          | <input type="text" value="68,239"/> |

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Gadsden County School Board**

**Review/Approval of the 2018 Cost-Of-Living-Adjustment (COLA) Funds**

The Gadsden County School Board reviewed and approved the 2018 Head Start Cost-Of-Living-Adjustment (COLA) Funding request on June 26, 2018

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Steve Scott, Board Chairperson

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Date

## **GADSDEN COUNTY HEAD START**

### **2018 Cost-Of-Living-Adjustment (COLA) Application**

#### **Program Narrative**

Gadsden County is located in the Big Bend region of northwest Florida, approximately 25 miles from Tallahassee, Florida, the state Capitol. It is a sparsely populated rural area. According to the Florida Legislature's Office of Economic and Demographic Research, Gadsden County's population consists of approximately 45,124 residents. Gadsden County is mostly agricultural in nature, and its population is centered around six communities, with the largest being the county seat of Quincy. The other communities include Greensboro, Chattahoochee, Gretna, Havana, and Midway. Many of Gadsden County's residents live in remote areas where services are either inaccessible or hard to reach, due to location and transportation barriers.

Gadsden County remains the only county in Florida where the majority of its residents are African American. The Hispanic population, however, is one of the fastest growing populations in Florida. During the 2010 census, the Hispanic population exceeded the percentage of African Americans in the state of Florida. The Hispanic population in Gadsden County is growing, due to a reliance on migrant workers to harvest crops in the area. For the past several years, the Greensboro community has had the largest population of Hispanics in the Gadsden County area, but many Hispanics have moved into the larger city of Quincy.

Poverty is one of the most important correlates to poor (maternal and child) health and educational outcomes. Gadsden County's poverty rate is 27.1%, compared to 17% statewide. The calculated number of children birth to five living in households in the county at or below the Federal Poverty level was 31.1%. Other statistics gathered from the most recent Community Assessment indicate the following:

- 27.1% of Gadsden County residents live in poverty.
- Gadsden County has a population of 5,420 children between ages birth to five.
- Over 47.7% of the children ages birth to five are receiving Medicaid.
- In December of 2017, the unemployment rate in Gadsden County was 4.8%, exceeding both the state and national average.
- The High School graduation rate in Gadsden County continues to increase.
- Tallahassee Community College (TCC) will offer tuition free scholarships to high school graduates that have maintained a 3.0 or higher GPA upon graduation.

The findings of the Community Assessment were used to aid in determining the program's philosophy, short-range, and long-range program objectives.

The following Mission Statement and Goals are descriptive of the philosophy, short-range and long-range objectives for the Gadsden County Head Start Program. Staff, parents, and Policy Council members cooperatively developed the statements.

### **Mission Statement**

The mission of the Gadsden County Head Start/Pre-k Program is to ensure that all children participating in the Gadsden County Head Start/Pre-k Program enter school emotionally, physically, socially, and intellectually ready to learn; fully recognizing the crucial role of the parents as the child's primary teacher.

### **Overall Goal**

As educators, our goal is to support and assist parents in their role as their child's primary teacher by providing a safe and supportive environment, with ongoing opportunities for active learning through which children may develop self-confidence, initiative, curiosity, and resourcefulness that will serve them well in school and later in life. This goal helps to improve school readiness and promote long term success (as outlined in the Head Start Roadmap to Excellence).

The goals of the Gadsden County Head Start/Pre-K Program are developed through a process of Self-Assessment and review of the Community Assessment. This process included parents, staff, Board Members, and Policy Council members. Objectives for achieving these goals are incorporated into the Program Plans.

### **Program Strengths for the Gadsden County Schools Head Start Program**

- There were no audit findings from the Fiscal/ERSEA Monitoring Event
- The Environmental Health and Safety Monitoring Event found all areas in compliance in carrying out the Head Start requirements
- School Board Grantee and Board Members meet qualifications established in the Head Start Act
- Strong support from School Board Members and Superintendent
- School System Support (ESE services for children with disabilities, Maintenance Department, Transportation Department, and Food Services Department)
- Continued Implementation of curriculum (DLM and Imagine It)
- Implementation of ABC Mouse Curriculum (School and Home Version)
- Participation in the State Department of Education's Fresh Fruit and Vegetables Program (which provides snacks to children)
- Child Plus Database being utilized by all staff (Record-keeping, Program Monitoring, Reports)
- Transportation system traveling from Quincy to Tallahassee (Gadsden Express)
- Head Start is very visible in the community, with the main office located in the center of Gadsden County
- Active Policy Council and Male Involvement participation (monthly meetings, parent representatives from all centers, family engagement activities, trainings, etc)
- Head Start Staff continuing to pursue educational goals
- Conversational Spanish Classes offered on an as-need basis
- School Health Clinics located at school sites
- CLASS system used to monitor Education Component
- Reliable CLASS observers on staff
- Certified CLASS trainer on staff
- Resource teachers serve as mentor teachers in the classroom
- Participation in county-wide monthly Transition Meetings
- Three major universities in neighboring county
- Relationship with the Early Learning Coalition of the Big Bend (Head Start Director and Superintendent serve as Board members)
- Bilingual Staff
- Head Start children participate in State Voluntary Prekindergarten Program
- Strong communication between staff and families (home visits, parent conferences, training opportunities)
- Director works closely with District Comptroller and Fiscal staff
- Implementation of Practice-Based-Coaching Model
- Implementation of STAR Early Literacy Assessment

## **Local Services to Children Birth to Five**

The Gadsden County School Board continues to be the Grantee for the Gadsden County Head Start Program. The program continues to be funded to serve 259 children, and has 5 school sites across the county, as well as two community-based sites. Most of the children enrolled in the Head Start Program receive a 6 ½ hour/day program for 180 days/year. The Gadsden County School Board also serves Pre-k children in the Title 1 Program, the State Voluntary Pre-kindergarten Program, and the Exceptional Student Education Program (ESE Program). There are no changes to the detailed plan to provide child development services for Head Start eligible children and families. Children and families will continue to receive comprehensive services in the areas of health, nutrition, mental health, disability services, education, and parent involvement services. Transportation continues to be provided for the school-based programs, and parents must still provide transportation for children receiving services in the full day program.

The Florida State University (FSU) Center for Prevention and Early Intervention Program continues to provide Early Head Start services for Gadsden County.

Each year, both the Early Head Start and Head Start programs enroll and provide services to children with special needs. In 2017-18, 29 children in Head Start (over 10%) were children with special needs. The Head Start Program works closely with the Exceptional Student Education Department to assure the most appropriate placement for children with disabilities.

Gadsden County's state-funded Voluntary Pre-Kindergarten Program (VPK) continues to make Pre-kindergarten services available to all age eligible four-year-old children. The VPK program will enable Head Start to serve 18 additional children during the 2017-18 school term.

Other local integral and critical services continue to be provided by such agencies as the Gadsden County Early Learning Coalition, the Early Steps Early Intervention Program, Healthy Start, Healthy Families Gadsden, and Child Find.

### *Service and Recruitment Area*

There are no changes to the service and recruitment areas for the 2017-18 school term. The recruitment area of the Gadsden County Head Start Program continues to encompass all of Gadsden County, Florida. The Community Assessment reveals poverty areas throughout the entire county. Therefore, recruitment efforts are essentially the same throughout the county. Open registration is held in all areas of the county. With the implementation of the Gadsden County Schools Reconfiguration Plan, two elementary schools were closed. Although two schools closed their doors, this will not affect the services provided to children living in those school zones. Head Start eligible children will be served in neighboring elementary schools.

The Gadsden County School District continues to provide preschool services through four different funding sources: Head Start, Title 1, Exceptional Student Education, and the state's

Voluntary Prekindergarten Program. There are no changes to the Head Start/Pre-k eligibility priority criteria checklist.

### *Funded enrollment levels*

There are no proposed changes to the funded enrollment levels for the Head Start Program. The program continues to be funded to serve 259 children, and has 5 school sites across the county, as well as two community-based sites. The children enrolled in the Head Start Program either receive a 6 ½ hour/day program for 180 days/year or a 10 hour/day program for 180 days/year.

### *Program Options*

The Gadsden County Head Start Program continues to be a center-based option serving three and four-year-old children. The program operates at four elementary schools, one Magnet School (Pre-k-8<sup>th</sup> grade), and two community sites (Midway and Quincy). There are no proposed changes to program options.

### *Location of Facilities*

School locations are: George W. Munroe, Stewart Street, Greensboro, Chattahoochee, and Havana Magnet School (Pre-k-8<sup>th</sup> grade), as well as Midway and Quincy full day sites.

There are currently no changes to the roles and responsibilities of the School Board or Policy Council.

## **2018 Cost-Of-Living-Adjustment Funds**

The Consolidated Appropriations Act of 2018, contains an increase of approximately \$610 million for programs under the Head Start Act for Fiscal Year (FY) 2018. A portion of the increase provides a cost-of-living adjustment (COLA) of 2.6 percent, to assist grantees in increasing the hourly rate of pay for staff.

The Gadsden County Head Start staff is paid according to the Gadsden County School District's salary schedule. Since there will be rate increases for teachers and staff during the 2018-2019 school year, this would be the opportune time to use the COLA funds to increase the hourly rate of pay for Head Start employees. To give Head Start staff a cost-of-living increase at this time, will keep Head Start salaries in line with similar positions in surrounding counties (wage comparability study attached).

The Gadsden County Head Start program staff will continue to put all children first and ensure that we are in compliance with all federal regulations and policies. Your prompt attention to, and approval of this request, will be greatly appreciated.

**Cost-Of-Living-Adjustment (COLA) Request**

**Fiscal Year 2018**

**Budget:**

**Hourly Rate Increase: \$42,919**

**Fringe Benefits: \$8,735**

**Indirect Cost: \$2,937**

**Total Cost: \$54,591**

**In-Kind Matching Funds:**

**In-Kind provided by the State of Florida Voluntary Prekindergarten Program.**

**Funding for 5.92 Head Start Children \$13,648**



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State Board of Education

Marva Johnson, *Chair*  
Andy Tuck, *Vice Chair*  
*Members*  
Gary Chartrand  
Tom Grady  
Rebecca Fishman Lipsey  
Michael Olenick

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Pam Stewart  
Commissioner of Education

April 28, 2017

Mr. Thomas Kauffman  
Gadsden County School District  
35 Martin Luther King Blvd.  
Quincy, Florida 32351

Mr. Kauffman,

Your indirect cost proposal for fiscal year 2017-2018 has been reviewed and the restricted rate of 5.38% and unrestricted rate of 20.53% is approved with an effective date of July 1, 2017 through June 30, 2018.

If you have any questions please call Don Crumbliss at (850) 245-9214.

Sincerely,

Matt Kirkland

Matt Kirkland  
Chief Comptroller, Bureau of the Comptroller

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[www.fldoe.org](http://www.fldoe.org)

325 W. Gaines Street | Suite 914 | Tallahassee, FL 32399-0400 | 850-245-0401

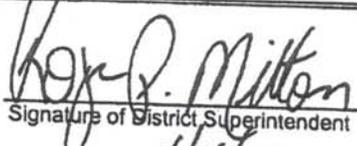
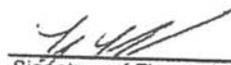
**DISTRICT SCHOOL BOARD OF GADSDEN COUNTY  
 CERTIFICATION AND REQUEST FOR AUTHORIZED INDIRECT COST RATE  
 PLAN A**

I certify that the information contained herein has been prepared in accordance with the instructions issued by the State of Florida Department of Education, conforms with the criteria in 2 CFR 200, and is correct to the best of my knowledge and belief. No costs other than those incurred by this agency have been included in the indirect cost rate application. The same costs that have been treated as indirect costs have not been and will not be claimed as direct costs, and similar types of costs have been accorded consistent treatment. All expenditures detailed on the application form have been made, and records supporting them have been maintained and are available for audit.

We hereby apply for the following indirect cost rate:

|                                                                                                         |                                                                                                            |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Federal Programs - Restricted with Carry Forward</b> <span style="float: right;"><u>5.63%</u></span> | <b>Federal Programs - Unrestricted with Carry Forward</b> <span style="float: right;"><u>21.48%</u></span> |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

I further certify that all data on this form are referenced to the District Superintendent's Annual Financial Report to the Florida Commissioner of Education, ESE 145, and other pertinent financial records, for Fiscal Year 2015-2016, in conformance with the manual, Financial and Program Cost Accounting and Reporting for Florida Schools, and that all General Fund and Special Revenue Funds expenditures have been used.

|                                                                                                                                                           |                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Signature of District Superintendent<br><u>4/4/17</u><br>Date Signed | <br>Signature of Finance Officer<br><u>4/4/17</u><br>Date Signed |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

Your proposal has been accepted and the following rate approved:

|                                                                                                         |                                                                                                            |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Federal Programs - Restricted with Carry Forward</b> <span style="float: right;"><u>5.38%</u></span> | <b>Federal Programs - Unrestricted with Carry Forward</b> <span style="float: right;"><u>20.53%</u></span> |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

These rates become effective July 1, 2017, and remain in effect until June 30, 2018, and will apply to all eligible federally assisted programs as

|                                                                                                                                                  |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <br>Signature of Comptroller, Florida Department of Education | <u>4/28/17</u><br>Date Signed |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|

DOE COMPTROLLER'S OFFICE  
 17 APR 12 AM 11:19

**U.S. DEPARTMENT OF HEALTH AND HUMAN  
SERVICES COMPENDIUM OF REQUIRED  
CERTIFICATIONS AND ASSURANCES**

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**Office of Head Start**

Updated July 29, 2014

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF  
REQUIRED CERTIFICATIONS AND ASSURANCE**

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# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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## SF424B Assurances – Non-Construction Programs

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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## Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Regarding Compliance with Compensation Cap (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

## Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code)
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

## Submission Statement

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

### Authorized Representative:

|                                           |                     |                 |       |
|-------------------------------------------|---------------------|-----------------|-------|
| Prefix:                                   | Mr.                 | * First Name:   | Steve |
| Middle Name:                              |                     |                 |       |
| * Last Name:                              | Scott               |                 |       |
| Suffix:                                   |                     |                 |       |
| * Title:                                  | Board Chairperson   |                 |       |
| * Telephone Number:                       | (850) 627-9651      | Fax Number:     |       |
| * Email:                                  | scotts@gcpsmail.com |                 |       |
| * Signature of Authorized Representative: |                     | * Date Signed:  |       |
| * Submitted by:                           |                     | Date Submitted: |       |

# FLORIDA HEAD START AND EARLY HEAD START WAGE AND BENEFITS COMPARABILITY STUDY

*Prepared for the:*



and



**Florida Head Start Association**

*Excellence. Advocacy. Leadership.*

**August 2017**

Table 13A. Entry, Top, and Average Salaries and Wages offered to Employees by Position.

| Position          | Entry, Top, and Average Salary/Wage |          |                       |           |                       |          |
|-------------------|-------------------------------------|----------|-----------------------|-----------|-----------------------|----------|
|                   | Entry                               |          | Top                   |           | Average               |          |
|                   | Range                               | Median   | Range                 | Median    | Range                 | Median   |
| <b>Salaried</b>   |                                     |          |                       |           |                       |          |
| Director/Admin.   | \$36,000 to \$180,000               | \$75,000 | \$61,000 to \$180,000 | \$105,000 | \$54,000 to \$140,000 | \$90,000 |
| CFO               | \$20,000 to \$135,000               | \$65,000 | \$31,000 to \$130,000 | \$95,000  | \$27,000 to \$105,000 | \$85,000 |
| Asst. Director    | \$32,000 to \$85,000                | \$61,000 | \$55,000 to \$160,000 | \$85,000  | \$52,000 to \$120,000 | \$71,000 |
| Center Director   | \$26,000 to \$65,000                | \$39,000 | \$39,000 to \$130,000 | \$53,000  | \$32,000 to \$100,000 | \$45,000 |
| Education Crd.    | \$30,000 to \$65,000                | \$44,000 | \$32,000 to \$95,000  | \$61,000  | \$32,000 to \$80,000  | \$52,000 |
| Disabilities Crd  | \$20,000 to \$68,000                | \$37,000 | \$26,000 to \$95,000  | \$54,000  | \$25,000 to \$65,000  | \$45,000 |
| Health Crd.       | \$27,000 to \$53,000                | \$36,000 | \$31,000 to \$80,000  | \$53,000  | \$32,000 to \$66,000  | \$45,000 |
| Family Eng. Mgr   | \$28,000 to \$53,000                | \$38,000 | \$34,000 to \$105,000 | \$58,000  | \$34,000 to \$80,000  | \$47,000 |
| Home-Based Staff  | \$15,000 to \$33,000                | \$28,000 | \$27,000 to \$46,000  | \$42,000  | \$36,000 to \$38,000  | \$30,000 |
| <b>Hourly</b>     |                                     |          |                       |           |                       |          |
| HS Lead Teacher   | \$9.50 to \$29.00 <sup>1</sup>      | \$14.00  | \$12.00 to \$40.50    | \$20.50   | \$10.50 to \$30.00    | \$17.00  |
| HS Asst. Teacher  | \$8.10 to \$14.50 <sup>2</sup>      | \$10.50  | \$10.00 to \$23.50    | \$15.00   | \$9.00 to \$16.00     | \$12.50  |
| EHS Lead Teacher  | \$9.00 to \$15.00                   | \$12.00  | \$11.00 to \$28.00    | \$17.50   | \$9.50 to \$19.50     | \$13.00  |
| EHS Asst. Teacher | \$8.50 to \$13.50                   | \$10.50  | \$11.00 to \$19.50    | \$15.00   | \$10.50 to \$15.50    | \$12.50  |
| Family Advocate   | \$8.50 to \$19.00                   | \$12.50  | \$10.50 to \$28.00    | \$18.00   | \$10.00 to \$22.00    | \$15.00  |

<sup>1</sup>One outlier of \$42.00 was dropped. <sup>2</sup>One outlier of \$38.00 was dropped.

**Table 14A. Average Salaries and Wages offered to Employees by Position Across Regions.**

|                   | Average Salary and Wages |          |                     |          |                                 |          |
|-------------------|--------------------------|----------|---------------------|----------|---------------------------------|----------|
|                   | North                    |          | Central             |          | South                           |          |
|                   | Range                    | Median   | Range               | Median   | Range                           | Median   |
| <b>Salaried</b>   |                          |          |                     |          |                                 |          |
| Director/Admin.   | \$54,000 to \$100,000    | \$71,000 | \$63,000 to 100,000 | \$90,000 | \$68,000 to \$140,000           | \$90,000 |
| CFO               | \$53,000 to 70,000       | \$67,000 | \$74,000 to 90,000  | \$85,000 | \$27,000 to \$105,000           | \$90,000 |
| Center Director   | -----                    | -----    | \$64,000 to 85,000  | \$71,000 | -----                           | -----    |
| Asst. Director    | \$32,000 to 67,000       | \$40,000 | \$38,000 to 56,000  | \$45,000 | \$44,000 to \$100,000           | \$49,000 |
| Education Crd.    | \$42,000 to 71,000       | \$49,000 | \$32,000 to 80,000  | \$53,000 | \$42,000 to \$55,000            | \$48,000 |
| Disabilities Crd. | \$25,000 to 46,000       | \$45,000 | \$34,000 to 65,000  | \$45,000 | \$26,000 to \$53,000            | \$50,000 |
| Health Crd.       | \$36,000 to 46,000       | \$43,000 | \$33,000 to 66,000  | \$45,000 | \$32,000 to \$53,000            | \$45,000 |
| Family Eng. Mgr   | \$36,000 to 61,000       | \$45,000 | \$34,000 to 63,000  | \$47,000 | \$37,000 to \$80,000            | \$47,000 |
| Home-Based        | -----                    | -----    | -----               | -----    | -----                           | -----    |
| <b>Hourly</b>     |                          |          |                     |          |                                 |          |
| HS Lead Teacher   | \$13.50 to \$29.50       | \$15.00  | \$14.00 to \$28.00  | \$16.50  | \$10.50 to \$30.00              | \$16.50  |
| HS Asst. Teacher  | \$9.50 to \$15.00        | \$12.50  | \$11.50 to \$14.50  | \$12.50  | \$9.00 to \$16.00               | \$12.50  |
| EHS Lead Teacher  | \$9.50 to \$17.50        | \$12.50  | -----               | -----    | \$12.00 to \$16.50 <sup>1</sup> | \$14.50  |
| EHS Asst. Teacher | -----                    | -----    | -----               | -----    | -----                           | -----    |
| Family Adv.       | \$12,000 to \$18.00      | \$15.00  | \$10.00 to \$18.50  | \$15.00  | \$12.50 to \$22.00              | \$17.50  |

Note: Wage data not provided for positions with n = 3 or fewer respondents. <sup>1</sup>One outlier of \$28.00 was dropped

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8u

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEM:** Liptrot, Jr. 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.

Mr. Liptrot was employed as a senior army instructor in the JROTC program at West Gadsden High School. Mr. Liptrot claims that during the annual inspection of the JROTC summer camp in 2015, he reported that another JROTC instructor had not been paid the federal share of his salary as required. He alleges that this report exposed the school district to a potential audit by the federal government. He further alleged that he reported this to the assistant superintendent. After reporting this to the assistant superintendent, Mr. Liptrot claimed he was subjected to retaliation and his employment contract was not renewed. He filed a complaint under the Florida Public Whistleblower law.

Mr. Liptrot has agreed to resolve this matter for \$55,000. This sum is less than the cost to defend this matter at trial and will completely resolve all issues. Mr. Liptrot will be responsible for his attorney's fees and cost of litigation as well as satisfying any outstanding liens. Given the inherent uncertainties in litigation, and the potential for a higher verdict at trial, we believe that this is a reasonable amount to compensate Mr. Liptrot for his injuries. Therefore, we, along with the District's insurance carrier, recommend approval of the settlement.

**The Superintendent recommends approval of this item.**

**FUND SOURCE:** General  
**AMOUNT:** \$55,000.00  
**PREPARED BY:** DSM   
**POSITION:**

# SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: Preventative Maintenance Services with Brooks Building Solutions, Inc.

DIVISION: Department of Facilities  
(Example: Secondary Education, Property Records, etc.)

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

PURPOSE AND SUMMARY OF ITEM: Board approval to continue agreement between Gadsden County School Board and Brooks Building Solutions, Inc. for West Gadsden Middle School and Gadsden County High School.

FUND SOURCE: 110

AMOUNT: \$58,660.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

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### 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 \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.



# 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"*

March 30, 2018

Brooks Building Solutions  
Attn: Tom Zimmerly  
4501 Beverly Avenue  
Jacksonville, FL 32210

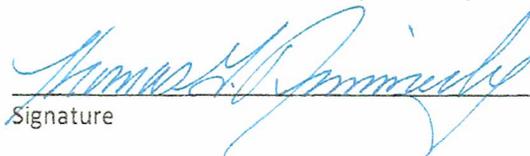
Dear Mr. Zimmerly,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *Preventative Maintenance Service Agreement*.

We would like to extend this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the original contract. Please give us your response and return this letter to my office no later than April 23, 2018.

I agree to extend our services at the same price and schedule as the original agreement (*Preventative Maintenance Service Agreement*) starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

  
Signature

5/7/2018  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,



William Hunter  
Director of Facilities

WBH/abr

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

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

Isaac Simmons, Jr.  
DISTRICT NO. 3  
CHATTahooCHEE, FL 32224  
GREENSBORO, FL 32339

Charlie D. Frost  
DISTRICT NO. 4  
GREINA, 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. 10b

Date of School Board Meeting: June 26, 2018

TITLE OF AGENDA ITEM: Rowe Roofing – Gadsden Technical Institute

DIVISION: Department of Facilities

(Example: Secondary Education, Property Records, etc.)

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

PURPOSE AND SUMMARY OF ITEM: For School Board approval to piggyback Osceola County, a political subdivision of the State of Florida, RFP 17-9380-DG, Continuing Roofing Services. See Task Authorization Order from Rowe Roofing to install Johns Manville Single Ply 15 year manufacturers warranted 60 mil Roof System or equal at Gadsden Technical Institute.

FUND SOURCE: 110

AMOUNT: \$48,000.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

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### 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                     

Be sure that the COMPTROLLER has signed the budget page.

**AGREEMENT**

**THIS AGREEMENT** is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Southland Rowe Roofing, Inc., 1843 Commerce Boulevard, Midway, Florida 32343, hereinafter referred to as the "CONTRACTOR".

***WITNESSETH:***

**WHEREAS**, the COUNTY has competitively solicited for continuing roofing services on a task authorization basis, pursuant to RFP-17-9380-DG; and,

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and,

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said Request for Proposal; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**SECTION 1.**            **TERM.**

The term of this Agreement shall begin on the date of execution by the Board of County Commissioners and continue through May 14, 2020, and may be extended when in the best interests of the COUNTY.

**SECTION 2.**            **SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, permits, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

**SECTION 3.**            **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services rendered will not exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) per project in accordance with the pricing schedule set forth by the CONTRACTOR

in response to each individual Scope of Services and awarded in the Task Authorization Order demonstrating acceptance by the COUNTY in the form attached as Exhibit "B". The process for awarding each Task Authorization Order is further described in the attached Exhibit "C".

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with work provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**SECTION 4. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall provide the COUNTY with a complete disclosure of proposed sub-contractors to be utilized for the performance of any portion of the Scope of Services set forth herein. The use of sub-contractors will be approved, in writing, by the COUNTY before the project commences.
- D. The CONTRACTOR shall comply with all statutory requirements regarding any payment to sub-contractors and shall file a notarized Release of Liens with all pay applications for sub-contractors.

- E. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly, and fully complete the work set forth in the Scope of Services.
- F. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- G. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.
- H. At its sole discretion, the COUNTY will submit to the CONTRACTOR a detailed Scope of Services including sketches and/or drawings of a proposed project, where available. The CONTRACTOR shall evaluate same within ten (10) days and present a response to the COUNTY, including a price proposal and breakdown for the total cost of completing the project. If the COUNTY accepts the proposed response to the Scope of Services submitted by the CONTRACTOR, the COUNTY will issue (1) a Task Authorization Order, similar to the form attached hereto as **Exhibit "B"**, and (2) a properly executed purchase order, which will collectively serve as notice to proceed with the project unless otherwise agreed upon by both parties.
- I. The CONTRACTOR will supervise each project in accordance with the terms and conditions set forth herein and in accordance with the Task Authorization Order issued by the COUNTY.
- J. The CONTRACTOR shall supply the names and addresses of all subcontractors and material suppliers prior to providing the services required by each Task Authorization Order.
- K. For each project work site, the CONTRACTOR will employ and maintain at least one qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR. Accordingly, any and all communications from the COUNTY to the qualified supervisor shall be as binding as if given directly to the CONTRACTOR. The name of said supervisor shall be supplied to the COUNTY in the CONTRACTOR's response to the Scope of Services for each project outlined in the Task Authorization Order.
- L. The CONTRACTOR shall not use a supervisor, subcontractor, or material supplier against whom the COUNTY has a reasonable objection, and shall make all reasonable attempts to subcontract with local firms currently doing business within the COUNTY.

- M. During the term of this Agreement and forever hereafter, the CONTRACTOR will not divulge, furnish, or make available to any third person, firm, or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of its obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR or any subcontractor(s) pursuant to this Agreement. In addition, the CONTRACTOR shall ensure that all of its employees, subcontractor(s), and the like to fully comply with the provisions of this section.
- N. Upon termination, for any reason, the CONTRACTOR shall promptly deliver to the COUNTY all documents, papers, drawings, models, or any other materials to which the COUNTY has exclusive rights.

**SECTION 5. STANDARD OF CARE.**

- A. The CONTRACTOR has, during the selection and negotiation process which has preceded this Agreement, represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the COUNTY. All such payments shall be subject to a set-off for any damages incurred by the COUNTY resulting from any delay occasioned by early termination.

**SECTION 8. PAYMENT WHEN SERVICES ARE SUSPENDED.**

The COUNTY reserves the right to suspend any services authorized under this Agreement. In such an event, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of any such suspension.

**SECTION 9. NON-ENTITLEMENT TO ANTICIPATED FEES.**

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled, or decreased due to termination, suspension, modification, or for any other reason, the CONTRACTOR shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses, or for any other anticipated income or expenses.

**SECTION 10. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective limits:
  - 1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury: One Million Dollars (\$1,000,000.00) Any Auto
  - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) Any single occurrence;
  - 3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence;

4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
  7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00);
  9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
- C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as an additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The CONTRACTOR shall provide the COUNTY's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
  2. The specified job by name and job number,
  3. The name of the insurer,
  4. The number of the policy,
  5. The effective date,
  6. The termination date,
  7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  8. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners**  
**c/o Director of Human Resources**  
**1 Courthouse Square, Suite 4200**  
**Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

**SECTION 11.**        **PERFORMANCE BOND.**

At the COUNTY's option, the CONTRACTOR will furnish a performance bond, at no additional charge to the COUNTY, prior to commencing any services required by a Task Authorization Order. Said performance bond shall be in the amount and form acceptable to the COUNTY and secured no later than ten (10) days after the issuance of the Task Authorization Order.

**SECTION 12.**        **COUNTY OBLIGATIONS.**

- A. At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.
- B. Without further approval of the Board of County Commissioners, and so long as the total cost of each project does not exceed \$100,000.00, the COUNTY hereby

appoints the County Manager, or a designee thereof, to act on its behalf in making decisions regarding the tasks and projects to be completed hereunder. As such, the County Manager, or a designee thereof, may authorize change orders from the original Task Authorization Order.

**SECTION 13. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 14. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 15. PUBLIC RECORDS.**

- A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office  
1 Courthouse Square, Suite 3100  
Kissimmee, Florida 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable**

remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

**SECTION 16. INDEPENDENT CONTRACTOR.**

It is agreed by the parties hereto, at all times and for all purposes, within the scope of this Agreement, the relationship of the CONTRACTOR and the COUNTY is that of an independent contractor and the CONTRACTOR, its employees, subcontractors, representatives, and the like, shall not be entitled to any of the rights, privileges or benefits of a COUNTY employee.

**SECTION 17. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 18.            COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all Laws, Ordinances, Judicial Decisions, Orders, and Regulations of Federal, State, County, and municipal governments, as well as their respective Departments, Commissions, Boards, and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 19.            INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives or the like.

**SECTION 20.            SOVEREIGN IMMUNITY**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 21.            BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

**SECTION 22.**            **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 23.**            **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

**SECTION 24.**            **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 25.**            **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 26.**            **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:                    Osceola County  
                                  Attn: Procurement Services  
                                  1 Courthouse Square, Suite 2300  
                                  Kissimmee, Florida 34741

CONTRACTOR: Southland Rowe Roofing, Inc.  
1843 Commerce Boulevard  
Midway, Florida 32343

**SECTION 27. MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 28. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 29. ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 30. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

**SECTION 31. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six

(36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Project for a period of thirty six (36) months from the date of their being placed on the convicted contractor list.

**SECTION 32. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 33. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 34. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 35. AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the

CONTRACTOR, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

**SECTION 36. PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Michael J. Amato, Building Maintenance Manager  
Osceola County Building Maintenance Department  
1 Courthouse Square, Suite 3100A  
Kissimmee, Florida 34741  
Phone: 407-742-7403  
Email: Michael.Amato@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Ruben Rowe, III / Principle  
Southland Rowe Roofing, Inc.  
1843 Commerce Boulevard  
Midway, Florida 32343  
Phone: 850-386-7663  
Email: [rrr@roweroofing.com](mailto:rrr@roweroofing.com)

**SECTION 37. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**SECTION 38. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the County, without penalty to the County, i) in the event that Vendor is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the County determines that Vendor falsely certified to the County that Vendor is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

**SIGNATURE PAGE TO FOLLOW**

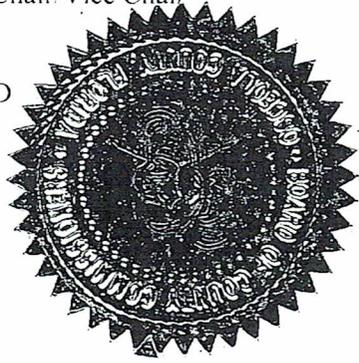
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the \_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
Chair/Vice Chair

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]  
Clerk/ Deputy Clerk of the Board



As authorized for execution at the Board of County Commissioners meeting of:

July 10, 2017

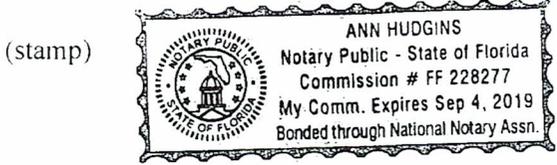
SOUTHLAND ROWE ROOFING, INC.

By: [Signature]  
Print: Ruben Rowe III  
Title: President

STATE OF Florida  
COUNTY OF Bradford

The foregoing instrument was executed before me this 24<sup>th</sup> day of April, 2017, by Ruben Rowe III as President of Southland Rowe Roofing, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

[Signature]  
NOTARY PUBLIC, State of FL



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**1. Description:** The CONTRACTOR shall provide continuing roofing services on a task authorization basis for the COUNTY, to include but not be limited to, repairs and new installations of roofing systems at multiple facilities within Osceola County on an as-needed basis.

**2. Safety:** The CONTRACTOR shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

**3. Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the COUNTY.
- b. All personnel affiliated with the CONTRACTOR that will enter COUNTY facilities covered by this Agreement may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the COUNTY'S Project Manager or designee as applicable to the County facility being accessed. The initial cost at Agreement start-up shall be covered by the COUNTY, any subsequent investigations, at any time, for any reason, shall be the cost of the CONTRACTOR.
- c. The CONTRACTOR shall provide the COUNTY's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the CONTRACTOR's Company Identification Card. Only employees on the list provided shall be allowed access.
- d. The CONTRACTOR'S employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The CONTRACTOR'S employees upon request must present their photo identification for entrance into COUNTY facilities or Job-site for verification of identity.
- e. The CONTRACTOR's employees shall wear company uniforms/shirts with their name and/or company logo.

**4. Personnel:** The CONTRACTOR shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the CONTRACTOR. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

**5. Typical work** shall include pitched and flat roofs and shall cover all types of roofing systems, including, but not limited to, the following:

- a. Asphalt Shingle
- b. Single Ply Plastic Membrane
- c. Membrane (all others)
- d. Built-Up
- e. Modified Bitumen
- f. Metal Roofing (all kinds)
- g. Tile (all kinds)
- h. Wood Shingle/Shakes
- i. Fiberglass Shingles

**6. Task Authorization Process:** This section briefly describes the expected process to be used to request work from the pre-qualified CONTRACTORS.

- a. The COUNTY'S Project Manager or designee identifies roofing work that needs to be performed.
- b. The COUNTY'S Project Manager or designee issues a generally worded scope of work to all pre-qualified CONTRACTORS outlining the necessary roofing work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
- c. When required by the COUNTY'S Project Manager or designee, CONTRACTORS will attend any Mandatory onsite visits. Only proposals received from pre-qualified CONTRACTORS, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
- d. The CONTRACTOR drafts price proposal and submits to County for review. This proposal shall include the following:
  - 1. Brief description of the work to be performed.
  - 2. Labor and material costs for each of the major elements of work. Total cost of project.
  - 3. List of sub-contractors.
  - 4. Signed statement confirming that the CONTRACTOR has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
  - 5. Number of calendar days required to complete the work after County authorization. It is the responsibility of the CONTRACTOR to ensure that he has all of the information necessary to prepare the estimate.
  - 6. The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the COUNTY for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the COUNTY'S Project Manager or designee.
  - 7. Upon review of all proposals received, the COUNTY will assign the project by issuing a Task Authorization.

- e. The COUNTY'S review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
- f. A typical Task Authorization shall include the following:
  - 1. Sequential Tracking Number
  - 2. Description of the work to be performed
  - 3. Special Conditions (if applicable)
  - 4. Identification of all sub-contractors to be used (subject to COUNTY approval)
  - 5. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable. Subject to County approval
  - 6. Liquidated damages provision (if applicable)
  - 7. Milestone Schedule and date of Completion
  - 8. Pertinent Attachments
- g. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The CONTRACTOR shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.
- h. The CONTRACTOR will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
- i. The CONTRACTOR shall control all work.
- j. If, in the COUNTY'S opinion, the CONTRACTOR has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the COUNTY may select an alternate CONTRACTOR for the work. If the CONTRACTOR has been found, in the COUNTY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the COUNTY reserves the right to suspend the CONTRACTOR from the pre-qualified list.
- k. Upon completion of work in its entirety, and inspection and approval of work has been performed by the COUNTY'S Project Manager or designee, the CONTRACTOR shall issue an invoice to the COUNTY'S Project Manager or designee.

**7. Maximum Task Authorization Value:** Maximum total for any individual Task Authorization shall not exceed \$100,000.

**8. Changes:** Any changes agreed upon between the COUNTY and the CONTRACTOR shall be documented and a change order issued and signed by both parties.

**9. Material Approval:**

- a. All materials and supplies provided by the CONTRACTOR must be approved by the COUNTY'S Project Manager prior to being used.
- b. All materials to be used for the roofing repair and or new installation shall be selected and installed in such a manner to be the most compatible, functional, and aesthetic materials with the existing roof system. All products used shall be free of asbestos.

- c. All work and materials shall comply with any and all applicable laws, codes, and industry standards, as well as any and all recommendations and requirements of the applicable manufacturer.
- d. The CONTRACTOR must submit all invoices for materials to the COUNTY with each invoice.

**10. Materials, Sub-Contractor Labor, Equipment Rental:**

- a. Materials, sub-contractor labor, and equipment rental shall be furnished by the CONTRACTOR as requested by the COUNTY; however, the COUNTY reserves the right to furnish materials to the CONTRACTOR.
- b. Copies of invoices for these items shall be submitted with each invoice.

**11. Subcontractors:** If a subcontractor is needed to complete work, the CONTRACTOR will have to get approval from the COUNTY. The CONTRACTOR will be held responsible for holding the subcontractor accountable to the same contract standards set forth in this contract.

**12. Hours of Work:** "Normal Business Hours" are between the hours of 7:00AM and 5:00PM, Monday through Friday. No work may be performed on COUNTY holidays or after normal business hours without prior authorization by the COUNTY'S Project Manager or designee.

**13. Availability:** The CONTRACTOR shall be available during normal business hours within four (4) hours to meet with COUNTY personnel to discuss problem areas, and within two (2) hours for emergencies.

**14. Vehicle Operator Licenses:** The CONTRACTOR shall ensure that all vehicle operators have a valid operator's license for the type vehicle being driven, prior to commencement of work.

**15. Delivery:** Delivery of services shall be to the locations assigned by the COUNTY. The COUNTY reserves the right to add or remove sites to this Agreement as needed.

**16. Buildings:** All COUNTY owned buildings.

**17. Clean-Up:**

- a. The CONTRACTOR shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the COUNTY. Staged materials shall be organized and placed so they do not interfere with access to the property/building.
- b. At the completion of the services, the CONTRACTOR shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to

use condition. The CONTRACTOR shall not use trash receptacles on the COUNTY's premises without authorization.

- c. All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.
- d. Any hazardous materials shall be disposed of as prescribed by law and the CONTRACTOR shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

**18. Warranty:**

- a. The CONTRACTOR shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the COUNTY, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the CONTRACTOR fails within twenty-four (24) hours to correct defects, the COUNTY shall be entitled to have such work remedied and the CONTRACTOR shall be fully liable for all costs and expenses reasonably incurred by the COUNTY. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the COUNTY.
- b. The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of this Agreement.

**19. Damages:**

- a. The CONTRACTOR shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the CONTRACTOR shall be the CONTRACTOR's sole responsibility and liability.
- b. Any materials stored on property during roof repairs or replacement shall be the responsibility of the CONTRACTOR for any damaged or stolen materials.
- c. Any pre-existing damage shall be reported immediately to the COUNTY Project Manager or his appointed Designee.

**20. Penalty:** The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of this Agreement.

**21. Work Completion Date:** The CONTRACTOR shall communicate to the COUNTY any delays in the completion of the work. A final walk through will be conducted with a Facilities Management representative to approve the completed project. If the CONTRACTOR cannot perform the services according to the scope, the COUNTY reserves the right to select another CONTRACTOR to perform the services.

**22. Salvage:**

- a. The COUNTY reserves the first right of salvage for any and all materials of value from items that are scheduled to be removed as part of any project.
- b. The COUNTY will at its sole discretion when in the best interest of the COUNTY remove any item that it deems useful without incurring additional costs to the project.
- c. Should the CONTRACTOR desire items for salvage, they must submit the request in writing and include it in the Bid Response per project. The COUNTY reserves the right to refuse the request in all or in part.

**23. Percentage Mark – up on Material:** When applicable, the “percentage mark-up” on materials shall be calculated as a percentage rate.

**THIS AREA INTENTIONALLY BLANK**

**EXHIBIT "B"**  
**TASK AUTHORIZATION FORM**

**SAMPLE TASK AUTHORIZATION ORDER FORM**

**Osceola County**  
**Task Authorization Order**

In accordance with the terms and conditions of the Agreement RFP-17-9380-DG, dated TBD the parties hereto agree to perform the work itemized below.

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNLESS A FULLY EXECUTED TASK AUTHORIZATION ORDER IS DELIVERED TO THE CONTRACTOR.**

|                                 |         |
|---------------------------------|---------|
| Date:                           | Number: |
| Contractor:                     |         |
| Subcontractors (if applicable): |         |

| Itemization of Work to be Completed by the Contractor (1) |          |             |                             |        |
|-----------------------------------------------------------|----------|-------------|-----------------------------|--------|
| Task                                                      | Quantity | Description | Unit Price                  | Amount |
| 1                                                         |          |             |                             |        |
| 2                                                         |          |             |                             |        |
| 3                                                         |          |             |                             |        |
| 4                                                         |          |             |                             |        |
| 5                                                         |          |             |                             |        |
| <b>Total</b>                                              |          |             |                             | \$ -   |
| Consecutive Calendar Days Approved to Complete Work       |          |             |                             |        |
| Payment Schedule:                                         |          |             |                             |        |
| Milestone Schedule:                                       |          |             |                             |        |
| Additional Comments:                                      |          |             |                             |        |
| <b>Contractor Approved</b>                                |          |             | <b>County Authorization</b> |        |
| Name (print)                                              |          |             | Name (print)                |        |
| Signature                                                 |          |             | Signature:                  |        |
| Date:                                                     |          |             | Date:                       |        |

*Southwest Power Rebuild, Inc*  
*[Signature]*  
 Date: 4/24/17

**EXHIBIT "C"**  
**METHOD OF SELECTION**

1. The COUNTY will issue a generally worded scope of work outlining the necessary improvement for a specific project to the pre-qualified list of contractors to obtain pricing to complete the project.
2. The CONTRACTOR drafts price proposal and submits to COUNTY for review. This proposal shall include the following:
  - a. Brief description of the work to be performed.
  - b. Labor and material costs for each of the major elements of work.
  - c. Total cost of project.
  - d. List of sub-contractors, if any.
  - e. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
  - f. Number of calendar days required to complete the work after COUNTY authorization.
  - g. The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the County for review within seven (7) working days of request.
  - h. Upon review of all proposals received, the COUNTY will assign the project by issuing a Task Authorization.

\* It is the responsibility of the CONTRACTOR to ensure that he has all the information necessary to prepare the estimate

3. Assignment of projects will be placed with the CONTRACTOR providing the lowest price providing the CONTRACTOR has demonstrated availability and capability to meet the schedule of completion. A CONTRACTOR will not be awarded more than two (2) task orders at any one time. CONTRACTORS that are performing two (2) task orders will not be contacted to provide a cost proposal for upcoming projects unless completion and acceptance of one or more of the existing projects is anticipated prior to commencement of the upcoming project.
4. The County's issuance of a fully executed Task Authorization shall constitute acceptance of the cost proposal and shall become the sole, total price for the subject project.
5. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The successful CONTRACTOR shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order unless otherwise specified within the scope of work.
6. The County may, at its sole discretion, require the successful CONTRACTOR(s) to supply Payment and Performance Bonds equal to 100% of the project value as approved by an executed Task Authorization. If the County determines that Payment &

Performance Bonds are required, the original bonds shall be submitted prior to commencement of work and/or the delivery of any materials. Not all projects will require a bond; however, failure to provide a Payment & Performance bond for projects when required shall preclude the CONTRACTOR(s) from performing any work on that project regardless of any approved Task Authorization. The CONTRACTOR'S failure to produce a Payment and Performance bond on projects when required may be considered failure to perform under the master agreement.

7. The successful CONTRACTOR(s) will subcontract as applicable and comply with statutory requirements regarding payment to sub-contractors.
8. If, in the County's opinion, the successful CONTRACTOR(s) has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the COUNTY may select an alternate successful CONTRACTOR(s) for the work. If the successful CONTRACTOR(s) has been found, in the COUNTY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis; the COUNTY reserves the right to suspend the successful CONTRACTOR(s) from the pre-qualified list.

**THIS AREA INTENTIONALLY BLANK**

**EXHIBIT "D"**

**Contractor Certification Regarding Scrutinized Companies  
(Contracts of \$1,000,000.00 or more)**

Respondent/Contractor Name: Southland Rowe Roofing, Inc.  
Contractor FEIN: 20-1692431

Contractor's Authorized Representative Name and Title:  
Rudy Rowe - President

Address: 1843 Commerce Blvd.

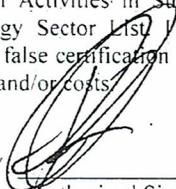
City: Midway State: FL Zip: 32343

Phone Number: (850) 386-7663

Email Address: rrr@roweroofing.com

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY:  \_\_\_\_\_  
Authorized Signature

Date: 4/24/17

Print Name: Rudy Rowe, II

Print Title: President



Department of State / Division of Corporations / Search Records / Detail By Document Number /

**Detail by Entity Name**

Florida Profit Corporation  
 SOUTHLAND ROWE ROOFING, INC.

**Filing Information**

Document Number P04000136931  
 FEI/EIN Number 20-1692431  
 Date Filed 10/01/2004  
 State FL  
 Status ACTIVE

**Principal Address**

1843 COMMERCE BLVD.  
 MIDWAY, FL 32343

Changed: 01/05/2010

**Mailing Address**

1843 COMMERCE BLVD.  
 MIDWAY, FL 32343

Changed: 01/05/2010

**Registered Agent Name & Address**

ROWE, RUBEN RIII  
 1843 COMMERCE BLVD.  
 MIDWAY, FL 32343

Address Changed: 01/05/2010

**Officer/Director Detail**

**Name & Address**

Title PRES

ROWE, RUBEN RIII  
 1843 COMMERCE BLVD.  
 MIDWAY, FL 32343

Title SEC

ROWE, RUBEN RIII





SOUTH-2

OP ID: RB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                               |              |                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Brown Insurance Services<br>1418 W. 23rd Street Suite 200<br>Panama City, FL 32405<br>Mike W. Brown               | 850-215-5331 | CONTACT NAME: Regina Beaty<br>PHONE (A/C, No, Ext): 850-215-5331<br>FAX (A/C, No): 850215-5360<br>E-MAIL ADDRESS: rbeaty@browninsuranceservices.net                  |
| INSURED<br>Southland Contracting Inc<br>Southland Rowe Roofing Inc<br>c/o Rudy Rowe<br>1843 Commerce Blvd<br>Midway, FL 32343 |              | INSURER(S) AFFORDING COVERAGE<br>INSURER A: United Specialty Ins Co<br>INSURER B: Evanston Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                    | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                 |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                   | X         | X        | ATN-SF1720678  | 06/01/2017              | 06/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                                                                                                     |           |          |                |                         |                         |                                                                                                                                                                                                                                        |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                        |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                  | X         | X        | MKLV2EUL101490 | 06/13/2017              | 06/30/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                 |
|          | DED RETENTION \$                                                                                                                                                                                                     |           |          |                |                         |                         |                                                                                                                                                                                                                                        |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below      | Y/N       | N/A      |                |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                         |
| B        | Equipment Floater                                                                                                                                                                                                    |           |          | IMS38696       | 06/01/2017              | 06/01/2018              | Rented Equipment \$ 133,000                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Continuing Roofing Services on a task authorization basis  
Additional Insured Status and Waiver of Subro in favor of holder are on a blanket basis when required by written contract on a primary and non contributing basis. 30 Day Notice of Cancellation Except 10 days for nonpayment.

|                                                                                                                                                         |         |                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br><br>Osceola County Board of<br>County Commissioners<br>C/O Director Human Resources<br>1 Courthouse Square<br>Kissimmee, FL 34741 | OSCEOLA | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                                                       |                                                                                                                    |                                                          |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| RFP-17-9380-DG                                                        | Due Date & Time: March 14, 2017 at 2:00 PM Local Time                                                              | Advertised Date: February 12, 2017 and February 16, 2017 |
| Procurement Analyst: Don Gaskins<br>Email: donald.gaskins@osceola.org | Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741<br>Phone: (407) 742-0900 Fax: (407) 742-0901 |                                                          |
| Title: Continuing Roofing Services on a Task Authorization Basis      |                                                                                                                    |                                                          |

**Attachment "J"  
Vendor Demographics Survey**

Company Name: Southland Rowe Roofing, Inc  
 Company Address: 1843 Commerce Blvd  
 City, State, and Zip: Midway, FL 32343  
 Telephone: 850-386-7663 Fax: 850-562-5472 Email: rrr@roweroofing.com

- How many people comprise your workforce? 35+
- Based on your current workforce, how many employees are residents of Osceola County? 0
- Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (M/WBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)  
 Yes  No  
 If yes, please enclose a copy of your Certificate with your RFP submission.
- Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

|                                   | Male | Female |
|-----------------------------------|------|--------|
| Hispanic / Latino                 | 10   | 0      |
| Caucasian / White                 | 10   | 3      |
| African American/Black            | 10   | 0      |
| Asian / Pacific Islander          | 0    | 0      |
| American Indian / Native American | 0    | 0      |

*Thank you for participating in this survey.*

Preparer's Name (print please): Ruben R Rowe, III

Preparer's Signature: \_\_\_\_\_

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

Rev. June 2011

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Rev. 05-2016

**SOUTHLAND ROWE ROOFING, INC.**

Roofing Contractor

1843 Commerce Blvd. • Midway, Florida 32343 • 850.386.7663

[WWW.ROWEROOFING.COM](http://WWW.ROWEROOFING.COM)





## Proposal Evaluation Matrix \*

Solicitation Num: **RFP-17-9380-DG**

Solicitation Title

**Continuing Roofing Services on a Task**

**Authorization Basis**

EC Meeting Date **04/05/17**

| VENDOR NAME →                                      | Max Points | RMS Orlando, Inc.                 | Roof Control Services, Inc. | Southland Rowe Roofing, Inc. | Atlas-Apex Roofing | Hodges Brothers, Inc. |  |
|----------------------------------------------------|------------|-----------------------------------|-----------------------------|------------------------------|--------------------|-----------------------|--|
| <b>Evaluation Criteria</b>                         |            | <b>Combined Average EC Scores</b> |                             |                              |                    |                       |  |
| <b>Firm Qualifications / Experience</b>            | <b>35</b>  | 26.0                              | 25.0                        | 26.7                         | 23.3               | 19.0                  |  |
| <b>Similar Projects</b>                            | <b>30</b>  | 24.0                              | 17.0                        | 23.3                         | 21.7               | 16.7                  |  |
| <b>Project Approach</b>                            | <b>25</b>  | 19.0                              | 19.7                        | 16.7                         | 16.7               | 14.0                  |  |
| <b>Acceptance of Proposal Terms and Conditions</b> | <b>5</b>   | 5.0                               | 5.0                         | 5.0                          | 5.0                | 5.0                   |  |
| <b>Living Wage Incentives</b>                      | <b>5</b>   | 0.0                               | 0.0                         | 0.0                          | 0.0                | 0.0                   |  |
| <b>Additional Information</b>                      |            | 0.0                               | 0.0                         | 0.0                          | 0.0                | 0.0                   |  |
| <b>Average Totals</b>                              | <b>100</b> | <b>74.0</b>                       | <b>66.7</b>                 | <b>71.7</b>                  | <b>66.7</b>        | <b>54.7</b>           |  |
| <b>Combined Total EC Score for Vendor</b>          | <b>300</b> | <b>222</b>                        | <b>200</b>                  | <b>215</b>                   | <b>200</b>         | <b>164</b>            |  |
| <b>Ranking</b>                                     |            | <b>1</b>                          | <b>3</b>                    | <b>2</b>                     | <b>3</b>           | <b>4</b>              |  |

**AMENDMENT #1  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND AMERICAN SOUTHLAND ROWE ROOFING, INC.**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Southland Rowe Roofing, Inc., 1843 Commerce Boulevard, Midway, Florida 32343, hereinafter referred to as the "CONTRACTOR".

***WITNESSETH:***

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform roofing services on a task authorization basis, as further described in the Agreement RFP-17-9380-DG, approved by the Board of County Commissioners on July 10, 2017, between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 27. Modification, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto; and

**WHEREAS**, the purpose of this Amendment is to increase compensation to accommodate for hurricane-related expenditures and add additional requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 3. Compensation is hereby deleted in its entirety and replaced with the following:

**SECTION 3.                    COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services rendered will not exceed ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) per project, , in accordance with the pricing schedule set forth by the CONTRACTOR in response to each individual Scope of Services and awarded in the Task Authorization Order demonstrating acceptance by the COUNTY in the form attached as Exhibit "B", and THREE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$375,000.00) for temporary emergency roofing repairs to the Osceola County Administration Building, and FIVE HUNDRED TEN THOUSAND AND 00/100

DOLLARS (\$510,000.00) for temporary roofing repairs to the Osceola County Sheriff's Office Administration Building. The process for awarding each Task Authorization Order is further described in the attached Exhibit "C".

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with work provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
2. Section 34. Equal Opportunity Employer is hereby deleted in its entirety and replaced with the following:

**SECTION 34. EQUAL OPPORTUNITY EMPLOYER.**

- A. The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- B. During the performance of this contract, the CONTRACTOR agrees as follows:
  - 1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that

all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such

provisions, including sanctions for noncompliance: Provided, however, That in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. Section 35. Auditing, Records and Inspections is hereby deleted in its entirety and replaced with the following:

**SECTION 35.            AUDITING, RECORDS AND INSPECTIONS.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, documents, papers, records, and accounts related and directly pertinent to the performance of this Agreement shall be open to inspection by an authorized representative of the COUNTY, the FEMA Administrator, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, for the purposes of making an audit, examination, excerpts and transcriptions, and shall be retained by the CONTRACTOR for five (5) years after FEMA has closed out an Emergency Event with the Florida Division of Emergency Management. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR also agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

4. The Agreement is hereby amended to add the following:

**SECTION 39.            2 C.F.R. PART 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The CONTRACTOR shall comply with the Federal requirements per 2 Code of Federal Regulations (C.F.R) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

**SECTION 40. COMPLIANCE OF REPORTING REQUIREMENTS.**

The CONTRACTOR hereby acknowledges that the COUNTY has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 C.F.R. § 200.327, 2 C.F.R. § 200.328, and 2 C.F.R. § 200.329 on frequencies established by the Federal awarding agency.

**SECTION 41. RETENTION OF RECORDS.**

- A. The COUNTY shall retain all records related to this project for three years from the date of final expenditure report for projects funded by the FEMA Public Assistance program.
- B. The CONTRACTOR shall retain all records related to this agreement for five (5) years after Federal Emergency Management Agency has closed out the Emergency Event.

**SECTION 42. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

- A. Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

- C. Withholding for unpaid wages and liquidated damages. Osceola County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

**SECTION 43. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000

**SECTION 44. SUSPENSION AND DEBARMENT.**

- A. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**SECTION 45. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).**

- A. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- B. **Exhibit “E”** titled “44 C.F.R. Part 18 – Certification Regarding Lobbying” is hereby attached and made a binding part hereof.

**SECTION 46. PROCUREMENT OF RECOVERED MATERIALS.**

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**SECTION 47. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO AND FLAGS.**

The CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

**SECTION 48. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**SECTION 49. NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**SECTION 50. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS.**

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

**SECTION 51. COMPLIANCE WITH THE "DAVIS-BACON ACT".**

- A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor

regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.

- B. The COUNTY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

**SECTION 52. COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK ACT”.**

- A. The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”.
- B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
- E. The COUNTY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

5. These changes shall be effective upon this Amendment being executed by both parties.
6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the \_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
County Manager/Designee

**SOUTHLAND ROWE ROOFING, INC.**

By: \_\_\_\_\_

Title: President

Date: 2/20/18

STATE OF FLORIDA  
COUNTY OF Gradsden

The foregoing instrument was executed before me this 20 day of February, 2018, by Ruben R. Rowell as President of Southland Rowe Roofing, Inc., who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

Commission Expires:  
10/17/2020

Char  
NOTARY PUBLIC, State of Florida

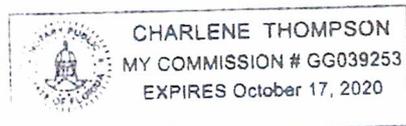


EXHIBIT "E"

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

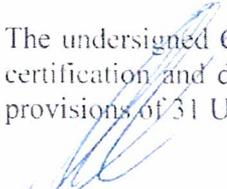
**Certification for Contracts, Grants, Loans, and Cooperative Agreements (for agreements exceeding \$100,000)**

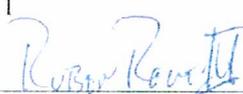
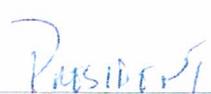
The undersigned certifies, to the best of his or her knowledge, that:

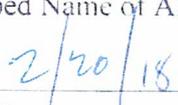
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
AFFIANT

 /   
\_\_\_\_\_  
Typed Name of AFFIANT / AFFIANT Title

  
\_\_\_\_\_  
Date

Rowe Roofing, Inc  
Commercial Roofing Department



Phone: 850-386-7663  
Fax: 850-562-5472  
Lic: CCC1326326

|                  |                          |            |                     |
|------------------|--------------------------|------------|---------------------|
| Date:            | May 23, 2018             | Contact:   | Bill Hunter         |
| Job Name:        | Gadsden County Technical | Phone:     | 850-627 9888        |
| Address:         | MLK Drive                | Email:     | hunter@gcpsmail.com |
| City:            | Quincy                   | State/Zip: | FL                  |
| Job Description: | Reroof                   |            |                     |

Thank you for calling Rowe Roofing, where excellence is driven through experience. We look forward to providing the scope listed below.

**Scope of Work**

1.

Base Bid on Automotive shop: Install Johns Manville Single ply 15 year manufacturers warranted 60 mil Roof System or equal.

The price for the Base Bid shall be:

Roof Automotive shop - 48,000.00 - P.O. Total

Add 6" roof drain- 3250.00 or contractor will set bowl and allow GCS to tie drains in at no cost.

Roof will receive 1" through system hole every 500 square feet to insure system vents.

Alt Bid on small engine shop thru welding shop: Install Johns Manville Single ply 15 year manufacturers warranted 60 mil Roof System or equal.

The price for the Alt Bid shall be:

Roof small engine/welding shop - 134,000.00

\*\* Pricing does not include any Metal deck replacement or rotten wood replacement around the exterior of this roof\*\*

and the Contract Work to be performed for the Base Bid and Alt Bid is further described in Exhibit B attached hereto and made part hereof and shall include the following:

**Existing Roof Preparation**

- Sacrifice existing membranes and flashings as necessary.
- Remove unnecessary debris from roof surface.

**Roof Installation**

- Provide and install the manufacturer's 60 mil TPO Mechanically Attached Roof System.

**Metal Details**

- Provide and install TPO up the walls and install an aluminum termination bar where applicable
- Tie-in new membrane roof system into the existing parapet.

Initial \_\_\_\_\_

## Other Details

- Flash all curbs, pipes, pitch pockets and other penetrations per manufacturer specifications.
- Contractor to provide all dumpsters necessary to complete roofing project.

## Warranty

- Provide Owner with a 15 -year manufacturer’s membrane warranty.

## Pricing for Unforeseen Conditions in the Base Proposal NONE CONTEMPLATED FOR THIS PROJECT

| Condition                                                          | Work Description                                                                                                                                                                                                                                          | Price                               |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Wet or Damaged Insulation</b>                                   | <b>Definition: where moisture content of existing roof system is greater than acceptable levels.<br/>Solution: Tear off and remove existing wet / damaged insulation. Fill void created by tear-out with insulation level of existing roof thickness.</b> | <b>\$ _ 5.00 ___ /<br/>Sq. Ft.</b>  |
| <b>Damaged or Deteriorated Decking<br/>N/A in this application</b> | <b>Wire brush and install rust inhibiting paint</b>                                                                                                                                                                                                       | <b>\$ _ 4.00 ___ /<br/>Sq. Ft.</b>  |
|                                                                    | <b>Overlay with like metal decking</b>                                                                                                                                                                                                                    | <b>\$ _ 20.00 ___ /<br/>Sq. Ft.</b> |
|                                                                    | <b>Remove deteriorated metal and replace with a like metal decking</b>                                                                                                                                                                                    | <b>\$ _ 25.00 ___ /<br/>Sq. Ft.</b> |
|                                                                    |                                                                                                                                                                                                                                                           |                                     |

### Roofing Procedure

- 
- Clean up all roofing debris on a daily basis and haul away for proper disposal at the end of the project.
- All work performed will meet or exceed FL Building code and all applicable local building codes.
- Permit will be pulled and finalized by Southland Rowe Roofing, Inc.

With payment to be made as follows: **Due upon completion.**

The above prices and scope of work are satisfactory and Rowe Roofing is hereby authorized to do the work as set forth above and in accordance with the terms and conditions attached hereto; payments will be made as outlined.

*Above quote price includes access, labor and materials unless otherwise noted.*

*All work is bid on a (40) forty hour work week.*

*Materials are guaranteed as specified & workmanship will meet or exceed standard operating practices.*

*Alterations or deviation involving additional cost will be executed after receipt of signed change order.*

*Southland Rowe Roofing, Inc., carries full General Liability, Workers Compensation and Auto Insurance.*

Respectfully submitted: *Rudy Rowe*

Initial\_\_\_\_\_

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

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

Initial \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Insurance.** Rowe Roofing, Inc. ("Contractor") shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, covering fire, storm, vandalism, theft and other perils, including the labor, material and equipment furnished by Contractor, until the job is completed and accepted and Contractor's equipment is removed from the premises.
2. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
3. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
4. **Ponding of Water.** Contractor is not responsible for ponding of water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications section on the face of this proposal. All roofs should have positive drainage.
5. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the work and the total contract price shall be adjusted accordingly. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of the inspecting Public Authorities shall be considered additional work to be billed as an extra charge on a time and material basis. Unless otherwise noted in this agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, roofing, caulking, metal-edging or flashing of any type. If, during the course of work, it should become apparent that any such portions of the structure should be repaired or replaced, Customer may authorize Contractor to do such additional work for an extra charge.
6. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water or debris to allow continuous full operation until job completion. The expense of water removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra. Customer is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, or other utility as may be required by the Contractor to affect the work covered by this contract. Owner shall provide a toilet during the course of construction. Customer hereby grants to Contractor the right to display signs and advertising at the project site.
7. **Site Conditions.** Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.
8. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.
9. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
10. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up. Should work be stopped for more than 30 days by order of any agency of government, the Contractor may terminate this contract and collect for all work completed plus a reasonable profit.
11. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
12. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
13. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor.

Initial \_\_\_\_\_

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

14. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
15. **Price Volatility.** Asphalt, isocyanurate and asphalt-related products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Contractor between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to contractor, upon submittal of written documentation and advance notice to Customer.
16. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer. Where colors are to be matched, Contractor shall make every reasonable effort to do so using standard colors and materials, but does not guarantee a perfect match.
17. **Mold.** Contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. **Fumes and Emissions.** Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims relating to fumes and odors that are emitted during the normal roofing process.
19. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any award shall include court costs and reasonable attorney's fees to the prevailing party plus interest at the legal rate.
20. **The Scheduling** of the above scope is contingent upon the production schedule of Rowe Roofing, Inc to insure proper scheduling and coordination of materials and labor. Production dates will be communicated and agreed to by the contracting party and Rowe Roofing, Inc based on this schedule. Rowe Roofing will not be held responsible for any damages or delays set forth in writing by the contracting party and Rowe Roofing, Inc.
21. **Florida Statute #558.** Florida Law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontract, supplier, or design professional for an alleged construction defect in your homes. Sixty days before you file your lawsuit, you must deliver to the contractor, subcontract, supplier, or design professional a written notice of any construction conditions you alleged are defective and provide you contractor and any subcontractors, supplies, or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor, any subcontractors, supplies, or design professionals. There are strict deadlines and procedure under Florida Law. The terms and conditions of this proposal supersede all other contracts. According to Florida's Construction Lien Law (Section 713.001-731.37, Florida Statutes), those who work on you property for provide materials and services and are not paid in full have the right to enforce their claim for payment against you property. This claim is known as a construction lien. If your contractor or subcontractors, sub-subcontractors, or material supplies, those people who are owed money may look to you property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice of Owner." Florida's construction lien law is complex and it is recommended that you consult with an attorney.
22. **Chapter 558 Notice of Claim.** Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statute.
23. **Florida Homeowners' Construction Recovery.** Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (850) 487-1395, 1940 N. MONROE ST., TALLAHASSEE, FL 32399-0783, WWW.MYFLORIDALICENSE.COM.

Initial\_\_\_\_\_







# 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"*

May 1, 2018

Sonitrol  
Attn: Lisa Rossow  
1136 Thomasville Road  
Tallahassee, FL 32303

Dear Ms. Rossow,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *School Board of Gadsden County and Sonitrol Agreement – District Wide*.

We would like to continue this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the letters date March 20, 2018 (see attached addendum). Please provide us with your response and return this letter to my office no later than May 8, 2018.

I agree to extend our services at the same price and schedule as noted above starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

*Lisa Rossow*  
Signature

*5/18/18*  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,

William Hunter  
Director of Facilities

WBH/abr

RECEIVED  
MAY 04 2018

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

March 20, 2018

GCSB-Maintenance & Transportation Dept  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M150092**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$577.2**. The **annual** amount totals **\$2308.8**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M150092 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

March 20, 2018

GCSB-Carter- Parramore Academy  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M150570**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$1508.16**. The **annual** amount totals **\$6032.64**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M150570 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Transportation  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175060**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$737.01**. The **annual** amount totals **\$2948.04**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M175060 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
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[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Gretna Elementary  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **RIM175221**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$729.3**. The **annual** amount totals **\$2917.2**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number RIM175221 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



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phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Havana Middle School  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175469**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$875.55**. The **annual** amount totals **\$3502.2**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M175469 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

March 20, 2018

GCSB-St. Johns Elementary  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175724**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01 18-6/30/19 is **\$489.87**. The **annual** amount totals **\$1959.48**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

***Your account number R1M175724 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).***

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

***Sonitrol Accounting Department***

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB/Greensboro Elementary  
Attn. Maintenance  
35 Mik Jr Blvd.  
Quiney FL 32351

Re: Sonitrol Account Number: **R1M175725**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$834.48**. The **annual** amount totals **\$3337.92**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

***Your account number R1M175725 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).***

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

March 20, 2018

GCSB-Head Start Center  
Attn: Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M600108**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$267.0899**. The **annual** amount totals **\$1068.3599**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M600108 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Quincy Educational Academy  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M600602**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$296.37**. The **annual** amount totals **\$1185.48**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M600602 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

March 20, 2018

GCSB/Stewart St. Elementary  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **RIM600155**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$432.12**. The **annual** amount totals **\$1728.48**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

***Your account number RIM600155 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).***

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB/East Gadsden High  
Attn: Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M601147**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$1436.28**. The **annual** amount totals **\$5745.12**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M601147 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

March 20, 2018

GCSB-Shanks Middle School  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M601482**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$1119.48**. The **annual** amount totals **\$4477.92**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M601482 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



**SONITROL OF TALLAHASSEE**  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Family Info Resource Center  
Attn. Maintenance  
35 Milk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602040**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$153.51**. The **annual** amount totals **\$614.04**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M602040 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Food Service Whse  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602225**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$449.61**. The **annual** amount totals **\$1798.44**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

***Your account number R1M602225 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).***

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-Admin Offices  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M175514**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$806.01**. The **annual** amount totals **\$3224.04**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M175514 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
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[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB - Gadsden Co School Board  
Attn Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M176575**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$295.32**. The **annual** amount totals **\$1181.28**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

***Your account number R1M176575 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).***

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



SONITROL OF TALLAHASSEE  
1136 Thomasville Road  
Tallahassee, FL 32303  
phone 850-205-5000  
fax 850-222-3682  
Lic. # EF0000804  
[www.sonitrol.com](http://www.sonitrol.com)

March 20, 2018

GCSB-W Gadsden High  
Attn. Maintenance  
35 Mlk Jr Blvd.  
Quincy FL 32351

Re: Sonitrol Account Number: **R1M602184**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order for services as specified in the original client agreement and applicable addendums on file.

The **quarterly** rate established for this account for the period of 07/01/18-6/30/19 is **\$1287.51**. The **annual** amount totals **\$5150.04**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number R1M602184 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may be emailed to [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-205-5000 Option 6 or email [sonitrolaccounting@sonitrolfl.com](mailto:sonitrolaccounting@sonitrolfl.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Sonitrol Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call (850) 205-5000 Option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**



# 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"*

May 01, 2018

Redwire  
Attn: Lisa Rossow  
1136 Thomasville Road  
Tallahassee, FL 32303

Dear Ms. Rossow,

In preparation for the upcoming fiscal year, we are contacting you in reference to the *School Board of Gadsden County and Redwire Agreement – District Wide*.

We would like to continue this agreement through the 2018-2019 fiscal year providing the same service and cost as noted in the letters dated March 15, 2018 (see attached addendum). Please provide us with your response and return this letter to my office no later than May 8, 2018.

I agree to extend our services at the same price and schedule as noted above starting July 1, 2018 through June 30, 2019

I do not wish to extend this agreement for the 2018-2019 fiscal year

Lisa Rossow  
Signature

5/18/18  
Date

Please review the specifications and terms of your original agreement and if you choose to extend our service agreement, please provide the School Board Department of Facilities with updated forms and exemptions (i.e. proof of insurance, exemption from workman's compensation coverage, etc.).

Sincerely,

William Hunter  
Director of Facilities

WBH/abr

RECEIVED  
MAY 04 2018

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



1136 Thomasville Road  
Tallahassee, FL 32303  
850.219.9473



March 15, 2018

Gadsden Co School Board  
Attn.Maintenance  
35 Martin Luther King Jr Blvd  
Quincy FL 32351

Re: Redwire Account Number: **WIM1658**

Dear Valued Customer:

According to our records, your current fiscal year ends June 30, 2018. In anticipation of this event, we are writing to inform you of any changes that will affect your new budget and/or Purchase Order.

The quarterly rate established for this account for the period of 07/01/18-6/30/19 is **\$1932.57**. The annual amount totals **\$7730.28**. This total does not include additional monitoring and maintenance for new equipment that is not currently online.

*Your account number WIM1658 MUST be referenced on the new purchase order. Purchase orders should be mailed to 1136 Thomasville Road – Tallahassee, FL 32303 ATTN: Accounting. Purchase orders may also be emailed to [redwireaccounting@redwireus.com](mailto:redwireaccounting@redwireus.com).*

A trip charge for \$59.00 will be included on each service ticket. You may need to originate a separate or blanket purchase order to cover this charge.

We currently accept Automatic Payment through Electronic Funds Transfer and/or Purchasing Cards if these methods of payment are more convenient.

If you need any assistance, please contact the accounting department at 850-219-9473 Option 6 or email [redwireaccounting@redwireus.com](mailto:redwireaccounting@redwireus.com).

We value you as a customer, appreciate your business and wish to assist with this process as much as possible.

Sincerely,

*Redwire Accounting Department*

**PLEASE NOTE: If you have received this letter in error, please call 850-219-9473 option 6 so that we may correct our records and forward this letter to the correct person to ensure continued services. Thank you.**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 11a

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEM:** Gadsden County School Board Resolution Referencing Senate Bill 7026.

**DIVISION:** Administration

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

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

Resolution affirming the School Board of Gadsden County's commitment to providing a safe learning environment for students, teachers and staff. Also a resolution in support of additional Legislative funding for safe schools.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Roger P. 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

SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA  
Resolution No. 18-\_\_

A RESOLUTION OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

RESOLUTION REAFFIRMING THE SCHOOL BOARD OF  
GADSDEN COUNTY'S COMMITMENT TO PROVIDING A  
SAFE LEARNING ENVIRONMENT FOR STUDENTS,  
TEACHERS AND STAFF.

WHEREAS, many in our Gadsden County community have expressed concern for the safety and well-being of our students and have indicated that policymakers should strive to ensure that all Gadsden County students continue to receive an education in a safe, secure and supportive environment; and

WHEREAS, the School Board recognizes that gun violence and threats of gun violence in schools undermine the sense of security that students should have in their schools; and

WHEREAS, the School Board recognizes the efforts of the Florida Legislature through the recent passage of SB 7026 "to comprehensively address the crisis of gun violence, including but not limited to, gun violence on school campuses" by "promoting school safety and enhanced coordination between education and law enforcement entities at the state and local level"; and

WHEREAS, SB 7026 assigns one or more "safe-school officers", which are certified law enforcement officers employed either by a law enforcement agency or the school district, for each school site within a school district; and

WHEREAS, for over two decades, the School Board has partnered with the Sheriff for the Gadsden County School Resource Deputy program, which assigns certified law enforcement officers to school campuses across the school district to enhance students' educational opportunities by promoting a safe and secure learning environment; and

WHEREAS, although SB 7026 appropriates some funds for the assignment of at least one certified law enforcement officer at every public school, this appropriation is not adequate and will require school boards across the state to cover the deficit using general fund dollars; and

WHEREAS, SB 7026 also gives sheriffs of the state the discretion to arm non-teacher school employees as "school guardians; and

WHEREAS, although SB 7026 requires certain training and evaluations as a precondition of participation in the school guardian program, the bill lacks a mechanism for necessary coordination between a sheriff and school board, nor does it provide for an exemption from liability for any actions undertaken by non-teacher school employees in the course and scope of the duties set forth in the bill.

NOW THEREFORE, be it

RESOLVED that the School Board of Gadsden County, Florida wholly supports the assignment of one or more certified law enforcement officers as “safe-school officers” to each school in the state of Florida; and

FURTHER RESOLVED that the School Board implores the Florida Legislature to increase the annual appropriation for certified law enforcement officers to serve as “safe-school officers” to ensure that school boards across the state do not have to trade curriculum needs for enhanced safety; and

FURTHER RESOLVED that the School Board declares its intent to continue its longstanding School Resource Deputy Program, and supports the Sheriff’s decision to not establish a program to arm non-teacher school employees in Gadsden County; and

FURTHER RESOLVED that the School Board hereby reaffirms its commitment to providing a safe learning environment for students, teachers and staff through the increased presence of certified law enforcement officers serving as school safety officers.

ADOPTED this 26th day of June, 2018 by the members of the School Board of Gadsden County, Florida, at a publicly held meeting.

ATTEST:

SCHOOL BOARD OF  
GADSDEN COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Ronald S. Scott, Board Chair

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 11b

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEMS:** 2018-2019 Florida Association of District School Superintendents  
Membership Dues

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for payment of the 2018-2019 membership dues to the Florida Association of District School Superintendents.

**FUND SOURCE:** General Fund

**AMOUNT:** \$11,031.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director



# INVOICE

**Invoice Number:** 10619  
**Invoice Date:** June 19, 2018  
**Due Date:** July 19, 2018

| Vendor Information:                                                                                           |
|---------------------------------------------------------------------------------------------------------------|
| Mr. Roger Milton<br>Gadsden County School District<br>35 Martin Luther King Jr. Boulevard<br>Quincy, FL 32351 |

| Item                      | Description | Amount      |
|---------------------------|-------------|-------------|
| 2018-2019 Membership Dues |             | \$11,031.00 |

|                          |                    |
|--------------------------|--------------------|
| <b>Total Amount Due:</b> | <b>\$11,031.00</b> |
|--------------------------|--------------------|

Payments can be made via check made payable to FADSS or by credit card (credit card authorization form attached). Please contact FADSS Chief Financial Officer, Jim Messer at [jmesser@fadss.org](mailto:jmesser@fadss.org) or 850-577-5784 to answer any billing related questions.

Florida Association of District School Superintendents  
 208 South Monroe Street ♦ Tallahassee, FL 32301  
 Phone: 850-577-5784 ♦ Fax: 850-577-5781

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 11c

**DATE OF SCHOOL BOARD MEETING:** June 26, 2018

**TITLE OF AGENDA ITEMS:** 2018-2019 Hosting of Website by SchoolinSites

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for payment of the 2018-2019 hosting of the district's and schools' websites by SchoolinSites. The amount is a continuation of an original bid done through an erate competitive solicitation.

**FUND SOURCE:** General Fund

**AMOUNT:** \$21,600.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

**SchoolinSites.com, LLC**

P.O. Box 305  
Saraland, AL 36571

# Invoice

Customer No.: 127617

Order No.: 1747

Bill To: **Gadsden County**  
School District  
35 Martin LutherKingBlvd  
Quincy, FL 32351

Ship To: **Gadsden County**  
School District  
35 Martin LutherKingBlvd  
Quincy, FL 32351

| Date     | Ship Via    | F.O.B. | Terms  |
|----------|-------------|--------|--------|
| 06/05/18 | Auto- Renew | Origin | Net 15 |

| Purchase Order Number | Required Date | Sales Person     | Our Order Number |
|-----------------------|---------------|------------------|------------------|
|                       | 07/01/18      | Ginger Chambliss | 1747             |

| Quantity |         |      | Item Number  | Description                                                           | Unit Price | Amount   |
|----------|---------|------|--------------|-----------------------------------------------------------------------|------------|----------|
| Required | Shipped | B.O. |              |                                                                       |            |          |
| 1        |         |      | B4-GOL-DIS18 | GOLD Hosting Package<br>Period: 07/01/18 - 06/30/19<br>District Site  | 1800.00    | 1800.00  |
| 11       |         |      | B4-GOL-SCH18 | GOLD Hosting Package<br>Period: 07/01/18 - 06/30/19<br>School Site(s) | 1800.00    | 19800.00 |

Order subtotal 21600.00

Order total 21600.00

Please Mail Payment to PO BOX 305 Saraland, AL 36571



# GADSDEN COUNTY SCHOOLS

Mr. Roger P. Milton, Superintendent of Schools

## Transportation Department

Mr. Gerald A. Gay, Director of Transportation

*Transporting Gadsden County's Future*

### MEMORANDUM

TO: MEDICAL EXAMINERS

FROM: GERALD A. GAY, DIRECTOR of TRANSPORTATION *dag*  
GADSDEN DISTRICT SCHOOLS

DATE: MAY 24, 2018

SUBJECT: 49 CFR 391-41 MEDICAL EXAMINATIONS

As of May 1, 2016 the Florida Department of Education mandated the Medical Examination Report for Commercial Fitness Determination (form MCSA-5875) 49 CFR 391-41 physical qualifications as evidenced by the Medical Examiner's Certification.

Medical examiners conducting medical examinations of school bus operators must be registered with the National Registry of Certified Medical Examiners.

Attached you will find a contract as to your interest in being an examiner for the Gadsden School District. Bus operators will be examined every 12 (twelve) months with one physical per year paid by the district. Payment for re-checks will be the responsibility of the employee.

*Please be aware that due to the Privacy Act the Medical Examiner's Certification is the only document to be given back to the bus operator for return to the transportation department.*

If you have any questions, please contact our office at 850-627-6858. We look forward to your reply.



Gerald A. Gay, III  
Director of Transportation  
35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351-4400

PHONE (850) 627-6858  
FAX (850) 875-8895  
EMAIL [gayg@gcpsmail.com](mailto:gayg@gcpsmail.com)  
WEB SITE [www.gcps.k12.fl.us/](http://www.gcps.k12.fl.us/)



May 24, 2018

## LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2018-2019.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

**\$90.00 SCHOOL BOARD APPROVED FEE PER PHYSICAL EXAMINATION.**

(Billing will be paid through purchase order)

**DRUG AND ALCOHOL TESTING EXCLUDED**

**DEXTERITY TESTING SECTION EXCLUDED**

ALLIED HEALTH & REHABILITATION

MARTINE CHARLES, DR of CHIROPRACTIC

Physician's Name or Group

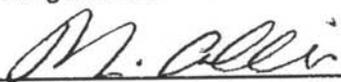
(Please print or type)

177 SALEM COURT, TALLAHASSEE, FL 32301

(850) 328-0424

Mailing Address

Telephone Number



6-8-2018

Signature of Physician or Business Manager

Date

**PLEASE RETURN THIS FORM NO LATER THAN FRIDAY, JUNE 8, 2018.**

**TO THE FOLLOWING ADDRESS:**

**MR. GERALD A. GAY, DIRECTOR OF TRANSPORTATION**

**35 MARTIN LUTHER KING, JR. BLVD.**

**QUINCY, FL 32351**

**FAX NUMBER – 850-875-8895**

May 24, 2018

**LETTER OF INTEREST**

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2018-2019.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

**\$90.00 SCHOOL BOARD APPROVED FEE PER PHYSICAL EXAMINATION.**  
(Billing will be paid through purchase order)

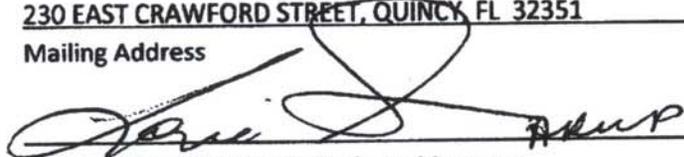
**DRUG AND ALCOHOL TESTING EXCLUDED**  
**DEXTERITY TESTING SECTION EXCLUDED**

CARDIOLOGY AND INTERNAL MEDICINE GROUP OF N.FL.PA  
Physician's Name or Group

HELEN NITSIOS, M.D.  
(Please print or type)

230 EAST CRAWFORD STREET, QUINCY, FL 32351  
Mailing Address

(850) 627-7600  
Telephone Number

  
Signature of Physician or Business Manager

5/25/18  
Date

**PLEASE RETURN THIS FORM NO LATER THAN FRIDAY, JUNE 8, 2018.**  
**TO THE FOLLOWING ADDRESS:**  
**MR. GERALD A. GAY, DIRECTOR OF TRANSPORTATION**  
**35 MARTIN LUTHER KING, JR. BLVD.**  
**QUINCY, FL 32351**  
**FAX NUMBER - 850-875-8895**