

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

August 29, 2017

4:30 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

2. PERSONNEL

- a. Employee #020-16-9030 Extension of Suspension - **SEE PAGE #3**
ACTION REQUESTED: The Superintendent recommends approval.

3. FINANCIAL TRANSACTIONS

- a. Permission to Write Off Uncollectable NSF Checks in Internal Funds
SEE PAGE #4

Fund Source: Internal Funds
Amount: -\$996.97

ACTION REQUESTED: The Superintendent recommends approval.

- b. Permission to Write Off Uncollectable Accounts Receivable – **SEE PAGE #6**

Fund Source: 110 General Fund
Amount: \$63,829.43

ACTION REQUESTED: The Superintendent recommends approval.

4. AGREEMENTS/CONTRACTS

- a. Amendment/Renewal of FL DOE/Division of Vocational Rehabilitation
Contract – **SEE PAGE #8**

Fund Source: FEFP Dollar
Amount: \$33,306.41 (Not to exceed)

ACTION REQUESTED: The Superintendent recommends approval.

- b. Interlocal Road Maintenance Agreement Between Gadsden County and the School Board of Gadsden County – **SEE PAGE #31**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

5. SCHOOL FACILITY/PROPERTY

- a. Request for Sale of Portable Building – **SEE PAGE #40**

Fund Source: Capital Improvement Funds
Amount: \$2,500.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Request to Auction off Portables – **SEE PAGE #41**

Fund Source: Capital Improvement Funds
Amount: Based on Highest Bid

ACTION REQUESTED: The Superintendent recommends approval.

6. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

7. SCHOOL BOARD REQUESTS AND CONCERNS

8. ADJOURNMENT



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

August 17, 2017

020-16-9030

Certified mail, return receipt
7011 1570 0002 8252 3651

Mr. Adam Hurdle
3983 Pinta Ct
Tallahassee, FL 32303

RE: Suspension without pay

Dear Mr. Hurdle:

This is to notify you that you are suspended without pay pursuant to School Board Policy 3140 effective August 17, 2017 through August 29, 2017. On August 29, 2017, you will be recommended to the School Board to extend the suspension without pay indefinitely or until you are cleared of the charge filed against you.

You are being suspended as a result of your alleged violation of School Board Policy and Florida Statutes.

Sincerely,

Roger P. Milton
Superintendent of Schools

RPM:jb

Attachment: Policy 3140

Cc: Dr. Pink Hightower, Area Director of Support Services
Mr. Bruce James, Safety/Investigation
Personnel
Finance
Ms. Juliette Jackson, Principal of Gadsden County High School
Ms. Deborah Minnis, School Board Attorney

Andrey 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 32324
GREENSBORO, FL 32309

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32353

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: August 31, 2017

TITLE OF AGENDA ITEMS: Permission to Write Off Uncollectable NSF Checks in Internal Funds

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested to write off \$996.97 in uncollectable NSF checks from the internal funds for the fiscal year 2012-2013.

Due to the fact that the amounts are not reasonably expected to be realized in cash within a year, permission is requested to write off the old NSF checks in accordance with the attached memorandum.

FUND SOURCE: Internal Funds

AMOUNT: -\$996.97

PREPARED BY: Bonnie Wood

POSITION: Finance Director



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Roger P. Milton
Superintendent
miltonr@gopomail.com

"Putting Children First"

MEMORANDUM

TO: The School Board of Gadsden County
FROM: Bonnie Wood *BWood*
Finance Director
DATE: August 24, 2017
SUBJECT: Uncollectable Non-sufficient Funds Checks

Due to the fact that the Internal Funds for the former East Gadsden High School contained a negative \$996.97 balance from non-sufficient funds (NSF) checks dating to 2012 and the fact that this set of books is being audited in accordance with the Florida Department of Education "Financial and Program Cost Accounting and Reporting for Florida Schools," permission is requested to write off the amount.

The Auditors recommend timely write off of old NSF checks to keep the school from overstating cash balance.

The school has uncollectable NSF checks in the amount of \$996.97 that are over one year old and not traceable to the person/parent that bounced the check. The prior collection agency for the County did not provide the names of the person(s) that paid with insufficient-fund checks making it impossible to trace them to their original Manatee entry. The balance of NSF checks over one year old will be coded to a general or stagnant account in order to write the balance down.

These uncollectable checks were booked by former school administrators who are no longer employed by the district. In this context, the district's Finance Director is requesting this approval.

Bonnie Wood

Finance Director

8/24/17

Date

FROM: The School Board of Gadsden County

The School Board of Gadsden County gives permission to write off NSF checks over one year old and NSF's known to be uncollectable for the year ended 6/13/13.

School Board Chairman

Date

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 32324
GREENSBORO, FL 32330

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

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: **August 31, 2017**

TITLE OF AGENDA ITEMS: **Permission to Write Off Uncollectable Accounts Receivable**

DIVISION: **Finance Department**

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested to write off \$63,829.43 in uncollectable accounts receivable that has been included on the Balance Sheet for the General Fund. These receivables were booked during the 2014-2015 fiscal year as amounts due from various schools for services such as field trips.

Due to the fact that the amounts are not reasonably expected to be realized in cash within a year, permission is requested to remove the total from Current Assets in the General Fund.

FUND SOURCE: **110 Fund General Fund**

AMOUNT: **\$63,829.43**

PREPARED BY: **Bonnie Wood**

POSITION: **Finance Director**

Assets

| Code | Title | Beginning Balance | Debits | Credits | Ending Balance |
|------|------------------------------------|-------------------|---------------|---------------|----------------|
| 1000 | ASSETS AND OTHER DEBITS | | 0.00 | 0.00 | 0.00 |
| 1001 | INTERNAL ACCOUNTS CHECKING ACCOUNT | | 0.00 | 0.00 | 0.00 |
| 1100 | CURRENT ASSETS | | 0.00 | 0.00 | 0.00 |
| 1108 | SUNTRUST BANK LOAN HMS | 499,973.16 | | 0.00 | 499,973.16 |
| 1109 | BENEFITS ACCOUNT | | 0.00 | 0.00 | 0.00 |
| 1111 | GENERAL FUND CASH | | 0.00 | 0.00 | 0.00 |
| 1112 | CASH-CAPITAL CITY | -1,507,937.22 | 10,866,430.04 | 12,411,889.76 | -3,053,396.94 |
| 1113 | CASH - CENTENNIAL BANK | 1,051,357.26 | 86.41 | 0.00 | 1,051,443.67 |
| 1114 | PAYROLL CLEARING ACCT | | 3,540,186.10 | 3,540,186.10 | 0.00 |
| 1115 | ACCTS PAYABLE CLEARING ACCT | | 4,718,259.25 | 4,718,259.25 | 0.00 |
| 1116 | PETTY CASH | 57.40 | | 0.00 | 57.40 |
| 1117 | WORKER'S COMPENSATION | -301,773.73 | 359,688.03 | 57,914.30 | 0.00 |
| 1119 | CASH EQUIVALENT AT SBA | 5,985,496.49 | 1,204,441.73 | 3,500,000.00 | 3,689,938.22 |
| 1120 | TAXES RECEIVABLE | 10.00 | | 0.00 | 10.00 |
| 1121 | TAXES RECEIVABLE CURRENT YEAR | | 0.00 | 0.00 | 0.00 |
| 1122 | TAXES RECEIVABLE PRIOR YEAR | | 0.00 | 0.00 | 0.00 |
| 1130 | ACCOUNTS RECEIVABLE | 63,829.43 | 120,665.45 | | 184,494.88 |
| 1139 | ACCOUNTS RECEIVABLE OTHER | | 0.00 | 0.00 | 0.00 |
| 1140 | DUE FROM OTHER FUNDS | | 0.00 | 0.00 | 0.00 |
| 1141 | GENERAL OPERATING FUND | | 0.00 | 0.00 | 0.00 |
| 1142 | DUE FROM INTERNAL FUND | | 0.00 | 0.00 | 0.00 |
| 1143 | CAPITAL IMPROVEMENT FUNDS | | 0.00 | 0.00 | 0.00 |
| 1144 | DUE FROM FOOD SERVICE FUND | | 0.00 | 0.00 | 0.00 |
| 1145 | DUE FROM 420 FUND | 509,245.96 | 2,805,509.16 | 2,753,198.53 | 561,556.59 |
| 1146 | DUE FROM 431 FUNDS | | 0.00 | 0.00 | 0.00 |
| 1147 | OTHER FUNDS FOR A/C PAYABLE | | 0.00 | 0.00 | 0.00 |
| 1148 | LOAN TO SET UP BENEFITS ACCT | | 0.00 | 0.00 | 0.00 |
| 1149 | DUE FROM 432 FUNDS | | 0.00 | 0.00 | 0.00 |
| 1150 | INVENTORY | | 0.00 | 0.00 | 0.00 |
| 1154 | INSTRUCTIONAL MATERIALS | | 0.00 | 0.00 | 0.00 |
| 1155 | CUSTODIAL SUPPLIES | 238.21 | | 0.00 | 238.21 |
| 1156 | EQUIPMENT | | 0.00 | 0.00 | 0.00 |
| 1158 | TRANSPORTATION | 55,628.21 | | 0.00 | 55,628.21 |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

DATE OF SCHOOL BOARD MEETING: August 29, 2017

TITLE OF AGENDA ITEM: Amendment/Renewal of FL DOE/Division of Vocational Rehabilitation Contract

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 Contractor provides services that enable eligible persons with disabilities to prepare for, obtain, maintain, or regain employment; to expand transition services with Non-paid and Paid Community Based Work Experiences to Vocational Rehabilitation Transition Students with an Individualized Plan for Employment for 2017-2018 school year.

SOURCE: FEFP Dollar

AMOUNT: \$33,306.41 (Not to exceed)

PREPARED BY: Sharon B. Thomas

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 1 of 1 and 4 of 4

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:

2017 AUG 23 AM 10:24
MIRIAM M. BROWN

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 18-129**

| | |
|--|---|
| <p>Department of Education</p> <p>Division: Vocational Rehabilitation</p> <p>Bureau: Vendor and Contracted Services</p> <p>Section: Monitoring and Employment Contracting Unit</p> | <p>Name of Contractor <u>Gadsden County School Board</u></p> <p>Address of principle place of business: <u>35 Martin Luther King Jr. Blvd.</u> <u>Quincy, Florida 32351</u></p> |
|--|---|

This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education ("Department") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Third Party Cooperative Arrangement

II. Brief Summary of Nature and Purpose of Project:

A. Background

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation. All program activities are conducted in accordance with the regulations found in 34 C.F.R. Part 361 and Florida Statute Chapter 413, Part II. Services are provided statewide through a combination of in-house and privatized staff. DVR and contracted providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida.

Third Party Cooperative Arrangements (TPCAs) provide an innovative approach to creating and/or expanding CBWE and career exploration activities through cost sharing between DVR and a Florida Local Education Agency (LEA) for Full-Time-Equivalent (FTE) School District Employment Specialists (ES). These positions provide work experiences for DVR transition students with SE IPE's who need guidance in developing appropriate work skills, attitudes, and behaviors required to plan for and achieve successful postsecondary employment.

Prior to implementing TPCAs in October 2006, DVR primarily received applications for transitioning students during their last year of high school. TPCAs provide a means for DVR staff to work more collaboratively with LEAs and engage students with disabilities earlier, thereby allowing a seamless transition from high school to postsecondary education, training, or employment. Early referral, application, and the provision of work experiences through a TPCA were intended to allow DVR Counselors the opportunity to establish effective counseling relationships and rapport with students, families and educators. In addition, TPCAs offered a means for DVR to use general revenue funds, as provided by a LEA, to meet federal match requirements in order to draw down all available federal monies for DVR client services.

B. Purpose

The purpose of this Arrangement is to create and/or expand CBWE and career exploration activities

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)**

for students with the most significant disabilities through braided funding from DVR and the School District. Competitive Integrated Employment is the first and preferred outcome for transitioning youth with disabilities, including youth with complex and significant disabilities. Paid CBWE is being emphasized in these arrangements as an evidence-based indicator for student success in postsecondary employment and independent living. DVR funding will be for deliverable services provided by FTE School District ES positions that will provide SE services to DVR transition students with an implemented SE IPE. Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful post high school employment.

This Arrangement allows DVR to supplement services provided by the School District to students who are applicants for DVR services or students eligible for DVR SE services and not on a waiting list as a result of Order of Selection (OOS) or students with an implemented SE IPE. The School District shall not use DVR funding support to supplant the current level of services provided to the students. Each ES shall provide at least six (6) DVR transition students, with an implemented SE IPE, with a CBWE by the end of the school year. In addition, each ES shall assist DVR SE IPE students by referring them to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Contractor (referred to collectively as the "Contract") supersede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Schedule;
 3. Attachment C: Standard Terms and Conditions;
 4. If determined by the Department to be applicable, Attachment D: Single Audit Act Requirements. The Department determines that Attachment D _____ and
 5. Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E is not applicable.

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E.

IV. Project Management:

The Department and the Contractor designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)**

For the Department:

For the Contractor:

Cacetha Sims
(Name)
Contract Manager
(Title)

4070 Esplanade Way
2nd Floor
Tallahassee, Florida 32399-7016
(Mailing address)

Telephone: 850-245-3373
Fax: 850-245-3362
Email: Cacetha.Sims@vr.fdoe.org
(Phone, fax and e-mail)

Roger P. Milton
(Name)

Superintendent
(Title)
35 Martin Luther King Jr. Blvd
Quincy, Florida 32351
(Mailing address)

Telephone: (850) 627-9651
Fax: (850) 627-5327
Email: lealerf@gcpsmail.com
(Phone, fax and e-mail)

V. Effective Date:

This Contract shall be effective on the date upon which it is signed by both Department and Contractor, whichever is later.

VI. Expiration Date:

This Contract shall expire on June 30, 2018, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows:

No renewals

VIII. Travel:

Contractor will will not be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)

Gadsden County School Board

DEPARTMENT OF EDUCATION

By: _____

By: _____

Printed Name: Roger P. Milton

Printed Name: Pam Stewart

Title: Superintendent

Title: Commissioner

Date: _____

Date: _____

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

A. Overview and Purpose:

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation (VR). All Program activities are conducted in accordance with the regulations found in 34 C.F.R. Part 361 and Florida Statutes Chapter 413, Part II. Services are provided statewide through a combination of in-house and privatized staff. VR and contracted Providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida.

Third Party Cooperative Arrangements (TPCA)s provide a means for VR staff to work collaboratively with Florida Local Education Agency (LEA)s. Engaging Students with disabilities earlier allows for a seamless transition from high school to postsecondary education, training, or employment. Early referral, application, and the provision of work based learning experiences through a TPCA allow VR Counselors the opportunity to establish effective counseling relationships and rapport with Students, families and educators. In addition, TPCAs offer a means for VR to use general revenue funds, as provided by a LEA, to meet federal match requirements to draw down all available federal monies for VR client services.

Community Based Work Experience (CBWE)s can be paid or unpaid. As an evidence-based indicator for Student success in postsecondary employment and independent living, paid CBWEs are the expectation of VR. VR will provide funding for Full-Time Equivalent (FTE) School District Employment Specialist (ES) positions who will provide supported employment (SE) services to Students with an implemented SE Individualized Plan for Employment (IPE). Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful post high school employment.

This Contract allows VR to supplement services provided by the School District to Students who are eligible for VR services, not on a waiting list resulting from Order of Selection (OOS), and with an implemented SE IPE.

The School District shall not use VR funding to supplant the current level of services provided to the Students. Each ES shall provide at least six (6) VR SE Students with a CBWE by the end of the school year. In addition, each ES shall assist Students by referring them to the local One-Stop for comparable services and benefits commensurate to the services Students would otherwise receive from VR.

B. Definitions:

1. Community Based Work Experience (CBWE) – May be paid or unpaid, where the student learns first hand the necessary work skills, attitudes and behaviors at an integrated worksite.
2. Competitive Integrated Employment – Work that is performed on a full-time or part-time basis (including self-employment) for which the individual is compensated at a rate equal to or above minimum wage and not less than the customary rate paid to non-disabled employees, where the disabled employee interacts with non-disabled persons to the same extent as non-disabled employees, and, as appropriate, the disabled employee has opportunities for advancement similar to non-disabled employees.
3. Discovery – A time-intensive, comprehensive, person-centered assessment that determines where and when students perform at their best. Information is gathered through a series of interviews, activities, and observations. Interviews are conducted with the students, family, friends, teachers, neighbors, and others. The focus is on learning about the students' strengths, interests, talents, goals, and conditions for success. This information is assimilated and summarized into profiles that are useful in students' career planning and establishing employment goals.
4. DVR Counselor – Provides vocational rehabilitation services to disabled individuals in order to prepare them for and facilitate their employment and/or reemployment. The DVR Counselor interviews and evaluates applicants, and confers with medical and professional personnel to determine type and degree of disability, eligibility for service, and feasibility of vocational rehabilitation.

5. Employment Specialist (ES) – School District personnel who provides TPCA services to students with disabilities to prepare them for and facilitate their employment and/or reemployment. The ES is responsible for providing each DVR SE IPE student with a CBWE by using assessment information about the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market.
6. Individual Educational Plan (IEP) – Plan which defines the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals.
7. Individualized Plan for Employment (IPE) – Plan which identifies the chosen employment goal, services needed to obtain that goal, service providers, service payers, and the amount of financial participation, if any.
8. One-Stop – Florida's One-Stop Center network was established to bring workforce and welfare transition programs together under one physical or "virtual" roof to simplify and improve access for employers seeking qualified workers or training programs for their existing employees and job seekers. There are nearly 100 One-Stop Centers across Florida managed at the local level by regional workforce boards. Some are full-service centers providing direct access to a comprehensive array of programs at a single location, while others are satellite facilities capable of providing referrals or electronic access.
9. Order of Selection (OOS) – When DVR does not have sufficient human or fiscal resources to serve all applicants who are determined eligible for services, federal regulations require that we use an Order of Selection process. DVR is required to prioritize services to people with the most significant disabilities first. Placement in a priority category provides a fair and orderly way to serve all applicants.
10. REBA – Rehabilitation Electronic Billing Application for TPCA is a web-based application for service providers, contract managers, and School District point of contacts. The application provides a centralized portal for managing referrals, reports and invoices.
11. Supported Employment (SE) – An employment model that provides services for individuals with the most significant disabilities who require ongoing support services to succeed in Competitive Integrated Employment. Intense job training is provided initially and then long-term supports are provided once the person has stabilized on the job.

C. Manner of Service(s) Provision:

The School District shall employ one (1) qualified ES(s) to provide services under this Contract. ES shall dedicate 100% of their time to this Contract between the hours of 7:15 am to 3:15 pm, on school days between the months of August, 2017 to May, 2018. After meeting any VR Vendor Registration requirements, ES may provide other VR related services, contractual or otherwise, at any time outside of the above timeframes. The services provided by the ES shall not be those typical or customary services provided by the Contractor. Services made possible under this Contract must be new or expanded. All services shall be based on the individual needs of the Student, and provided by the ES pursuant to the Student's needs.

1. *DVR's Responsibilities*

- a) VR will designate a Program Administrator and Contract Manager to act for VR in all matters pertaining to this Contract.
- b) VR Counselor(s) will refer eligible Student(s) with a SE IPE to Contractor within the first thirty (30) days of Contract execution.
- c) VR will determine the number of ES positions (up to 10) allotted for each District based on the number of approved VR SE Students submitted at time of application.
- d) VR will use the Operational Policies and Procedures for Counselors as the primary reference and source of information for VR Counselors and Technicians providing transition services to youth with disabilities in high school.
- e) VR will provide a copy of the IPE and each IPE amendment to the School District.

- f) VR will coordinate the IEP and IPE, with associated documentation and data collection.
- g) VR will maintain copies of all CBWE reports in the DVR case record.
- h) VR will accept and approve deliverables, invoices, and authorizations for services where appropriate for all matters pertaining to this Arrangement.
- i) VR will reimburse the Contractor 78.7% of the salary and benefits for each ES providing services under this Contract.
- j) VR will provide the Contractor with all VR approved training forms needed for invoicing and reporting deliverables under this Contract.
- k) VR will cooperate on all matters requiring concurrence or approval so that the School District will not be delayed in performance of all terms and conditions of this Arrangement.
- l) A member of VR area staff will be involved in the hiring, termination and performance expectations and evaluations of ES(s).
- m) VR will provide administrative supervision in regard to decision-making and oversight of programmatic activities in accordance with federal regulations at 34 C.F.R. § 361.28.

2. *School District Responsibilities*

- a) The School District shall designate a representative to act for the School District in all matters pertaining to this Contract.
- b) The School District shall request, and obtain written approval from VR before allowing the ES to provide CBWE services.
- c) The School District shall verify/provide documentation that the ES is an employee of the School District.
- d) The School District shall submit the School District personnel action form (from the Human Resource Department), with the ES name, hire date, actual salary and terms of employment to the DVR Contract Manager.
- e) The School District shall ensure a member of VR area staff is involved in the hiring, termination and performance expectations and evaluations of ES(s).
- f) The School District shall provide the VR Counselor with a copy of the Student's current Individual Educational Plan (IEP) and each IEP thereafter while participating in a VR IPE. The IEP will define the individualized objectives of a Student who has been determined to have a disability and requires special education services to reach his/her educational goals.
- g) The School District shall provide non-federal match to VR in the amount of 21.3% of salary and benefits for each ES who will be providing services under this Contract.
- h) The School District shall process and submit all reports, invoices and supporting documentation for services provided under this Contract using the Rehabilitation Electronic Billing Application (REBA), unless given written authorization by VR to use an alternative method of approval.
- i) Invoices shall be submitted no later than thirty (30) days after the month of prior payment of salary and benefits. Invoices must have all required supporting documentation. VR reserves the right to reject any invoices submitted later than sixty (60) days after the month of salary and benefits payment. Invoices submitted later than sixty (60) days, without justification, are subject to rejection by VR.

j) The Contractor shall make all requests for technical assistance in writing to the VR Contract Manager.

3. *Services Provided by the Employment Specialist*

Community Based Work Experience (CBWE)

Each ES working under this Contract shall provide a CBWE to a minimum of six (6) Students. CBWEs may be paid or unpaid, with the expectation of paid, where the Student learns first-hand the necessary work skills, attitudes, and behaviors at an inclusive and integrated worksite.

The development, and Provision of Work Experience is as follows:

This is done by using assessment information about the Student seeking a work experience to target the types of work experiences available from potential employers in the local labor market and includes:

- i. Contacting employers and building networks to develop and/or identify work experiences;
- ii. Assisting the Student with identifying inclusive, integrated community based worksites and ensuring the Student has transportation to worksite. If the Student needs transportation, the School District shall arrange or provide;
- iii. Referring Students to worksites for potential work experiences;
- iv. Providing Students with work experiences, as appropriate;
- v. Ensuring the work site is an individual work experience and not part of an enclave or mobile work crew based upon the U.S. Department of Labor definitions as follows:
 - 1) Enclave is a small group of people with disabilities (generally 5-8) trained and supervised among employees who are not disabled at the host company's work site.
 - 2) Mobile Work Crew is a small crew of persons with disabilities (up to 6) working as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service. The crew works at several locations within the community;
- vi. Conducting job analysis, to include, as appropriate:
 - 1) A systematic investigation of the discrete tasks, working conditions, and requisite knowledge, skills, and aptitudes needed to perform a job.
 - 2) Identifying the essential functions of a job. The essential job functions are those job duties that must be completed, with or without accommodation.
 - 3) Using job analysis to match individuals to positions that best meet their needs and the needs of an employer. A job analysis is also useful in identifying and developing potential accommodations needed for individuals with disabilities to perform certain tasks.
- vii. Conducting Discovery activities. Discovery is defined as a time-intensive, comprehensive, person-centered assessment that determines where and when Students perform at their best. Information is gathered through a series of interviews, activities, and observations. Interviews are conducted with the Students, family, friends, teachers, neighbors, and others. The focus is on learning about the Students' strengths, interests, talents, goals, and conditions for success. This information is assimilated and summarized into profiles that are useful in Students' career planning and establishing employment goals.

Discovery activities include, as appropriate:

 - 1) Identifying an individual's skills, talents, contributions, and interests in multiple settings to determine where they are at their best and their ideal conditions for employment.
 - 2) Use of various activities to obtain this information, including meetings with families and others familiar with the individual, paid/unpaid work experiences, and observations of performance at home, school or in the community. and
- viii. Connecting the Student with the local One-Stop.

Job Retention

ES shall provide Student with Job Retention Support while working under a CBWE.

These are ongoing job support services that are employment-related, and needed to promote retention in the worksite. Job Retention Support services may consist of:

- i. Routine follow-up with the employer and the Student to promote CBWE success;
- ii. Support services to address issues such as a decrease in productivity of the Student receiving services;
- iii. Providing worksite consultation to identify barriers to employment, when appropriate; and
- iv. Negotiating CBWE worksite accommodations.

Job Coaching

ES shall provide Students with Job Coaching.

This is the use of structured intervention techniques to help the Student learn to perform job tasks and develop the interpersonal skills necessary to be accepted as a worker at the job site. Job Coaching services may consist of:

- i. One-on-one job duty instruction as a service to VR Students who have a goal of supported employment. Students who require individual assistance in learning job tasks, often requiring a job coach that understands a specific learning style by which the Student learns best and how to break tasks down into discrete steps to teach the necessary job tasks. Some Students may initially require coaching for a particular job, but may not require coaching throughout their work life. Most would require ongoing supports through an identified service provider or other means.
- ii. Assist a service provider with understanding all factors impacting the Student's employment during a VR Student's shift to long-term follow-along services including any specific training issues or concerns, co-worker and employer expectations, family concerns, mode of transportation, etc. This assures the transition process from TPCA services to Supported Employment services goes smoothly and that the service provider has a complete understanding of the Student's specific long-term needs.
- iii. Use structured intervention techniques including conducting situational assessments, possibly using Discovery to ensure the Student is well-matched to a particular job that he or she desires and has the potential to learn; conducting job site and environmental analysis to further ensure the job is a good match for the Student; developing and implementing task analysis, with prompting and building in self-management strategies if needed to teach the discrete steps of the job and enhance the Student's capacity to perform independently; to help the VR Student learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be successful in employment and within the community.

4. Deliverables & Minimum Service Levels

Contract deliverables, including associated tasks and performance standards, are described in Table 1 – *Deliverables*.

| TABLE 1 – Deliverables | | | |
|-------------------------------|---|--|--|
| No. | Deliverable | Tasks | Performance Standard(s) |
| 1. | The School District shall provide VR Student with a CBWE. Contractor will use assessment information on the Student to target the types of work experiences available from potential employers in the local labor market. | <ul style="list-style-type: none"> ▪ The School District shall routinely communicate with DVR Counselors regarding student referrals and student progress; ▪ The School District shall contact and network with potential employers and build, develop and/or identify work experiences; ▪ The School District shall conduct Discovery activities to identify the student's abilities and interests in multiple settings to determine their ideal | <ul style="list-style-type: none"> ▪ Using REBA, the School District shall create weekly submissions of all services provided to VR Student as outlined under the Scope of Work. ▪ School District shall compile submissions into a Student Progress Report (SPR). The SPR must include information pertaining to CBWE development, preparation activities, and progress in the Student's CBWE as well as any other information pertinent to |

TABLE 1 – Deliverables

| | | | |
|-----------|---|---|--|
| | | <p>conditions for employment and conduct Job Analysis to determine the working conditions, essential functions and necessary skills needed for job performance and identify individuals who may benefit from that CBWE; and</p> <ul style="list-style-type: none"> ▪ The School District shall assist the student with identifying worksites and ensure student has transportation to the worksite. ▪ The School District shall refer the student to the local One-Stop for comparable services and benefits that are commensurate to the services that the student would otherwise receive from DVR. | <p>Student's success or regression.</p> <ul style="list-style-type: none"> ▪ Using REBA, the School District shall submit SPR and CBWE Rating Forms. ES must update information on any students served under the TPCA who are entering or exiting the Program during the school year. ▪ Using REBA, the School District shall submit SPR on a monthly basis. CBWE Rating Forms shall be submitted once Work Experience begins, and quarterly thereafter unless requested more often by the VR Counselor. |
| <p>2.</p> | <p>The School District shall provide each DVR SE IPE student with ongoing job retention support services that are CBWE-related and needed to promote retention in the worksite.</p> | <ul style="list-style-type: none"> ▪ The School District shall provide worksite consultation to identify barriers to employment and negotiate CBWE worksite accommodations. ▪ The School District shall conduct routine follow-up with the employer and student to assess job performance and/or job deficiencies; and. ▪ The ES shall have the CBWE employer evaluate the performance of each student using the CBWE Rating Form; submitted starting at the end of the first full month of SPR reporting. | <ul style="list-style-type: none"> ▪ Using REBA, the School District shall create weekly submissions of all services provided to VR Student as outlined under the Scope of Work. ▪ School District shall compile submissions into a Student Progress Report (SPR). The SPR must include information pertaining to CBWE development, preparation activities, and progress in the Student's CBWE as well as any other information pertinent to Student's success or regression. ▪ Using REBA, the School District shall submit SPR and CBWE Rating Forms. ES must update information on any students served under the TPCA who are entering or exiting the Program during |

TABLE 1 – Deliverables

| | | | |
|-----------|--|--|---|
| | | | <p>the school year.</p> <ul style="list-style-type: none"> ▪ Using REBA, the School District shall submit SPR on a monthly basis. CBWE Rating Forms shall be submitted once Work Experience begins, and quarterly thereafter unless requested more often by the VR Counselor. |
| <p>3.</p> | <p>The School District shall provide job coaching by using specific intervention techniques, appropriate to the student's needs, to help the DVR SE IPE student learn to perform job tasks and develop interpersonal skills necessary to be accepted as an employee at the job site.</p> | <p>The School District shall provide one-on-one job duty instruction as a service to DVR SE IPE students.</p> <p>The School District shall conduct job site and environmental analysis to further ensure the job is a good match for the student.</p> <p>The School District shall develop and implement task analysis, to teach the discrete steps of the job and enhance the student's capacity to perform independently, learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be successful in their employment and within the community.</p> <p>The ES shall have the CBWE employer evaluate the performance of each student using the CBWE Rating Form.</p> | <ul style="list-style-type: none"> ▪ Using REBA, the School District shall create weekly submissions of all services provided to VR Student as outlined under the Scope of Work. ▪ School District shall compile submissions into a Student Progress Report (SPR). The SPR must include information pertaining to CBWE development, preparation activities, and progress in the Student's CBWE as well as any other information pertinent to Student's success or regression. ▪ Using REBA, the School District shall submit SPR and CBWE Rating Forms. ES must update information on any students served under the TPCA who are entering or exiting the Program during the school year. ▪ Using REBA, the School District shall submit SPR on a monthly basis. CBWE Rating Forms shall be submitted once Work Experience begins, and quarterly thereafter unless requested more often by the VR Counselor. |

TABLE 1 – Deliverables

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

TABLE 2 - Minimum Service Levels

| | |
|----|--|
| 1. | The School District shall provide a minimum of six (6) DVR SE IPE students, per ES, a CBWE by the end of the school year. |
| 2. | Each ES shall spend 100% of their time during the school year and during school hours providing the services described in this Arrangement to DVR SE IPE students as evidenced by a signed monthly Time Certification document and other reports on activities, to be completed by the School District in the REBA system. |

5. Reporting

- a) The School District shall provide a monthly report of all Deliverables (ES student services provided and CBWE performance activity and evaluation as described in Table 1 - Deliverables) not later than 30 days following the end of the month for which services were provided.
- b) The School District shall provide a SPR at the end of each month in the REBA system.
- c) The School District shall provide a CBWE Rating Form, per student, for each month that a student participates in a CBWE.

6. Monitoring

- a) The provision of services will be monitored through a review of the monthly reports (SPR and CBWE Rating form) and the monthly invoice with ES time certification received from the School District.
- b) The Contract Manager may conduct periodic monitoring visits during the Arrangement period to verify School District compliance.

D. Method of Payment:

- 1. This is a Cost Reimbursement Contract not to exceed \$33,306.41 for the 2017-18 school year.
- 2. The School District shall provide non-federal funds to DVR in the amount of \$9,014.32. The non-federal funds used must be funds that have not been used as match in any other federally or state assisted project.
- 3. Upon receipt of a properly submitted invoice, DVR will pay ES monthly salary and benefits, not to exceed the Arrangement maximum set.
- 4. DVR will not make payment until the School District has fulfilled their non-federal match requirement.

E. Financial Consequences:

If the School District fails to meet or comply with the activities and deliverables established in the Arrangement or make appropriate progress on activities and/or towards deliverables and they are not resolved within two weeks of notification, DVR may terminate the Arrangement, refuse to pay an invoice until all work is properly completed, and/or assess liquidated damages as provided herein.

- 1. Liquidated Damages

Accurate and timely delivery is imperative and, as a result, the Contract includes liquidated damages for failure to perform as indicated below. The parties agree that the School District's failure to perform as indicated below will result in substantial injury to the Department but the amount of damages resulting from such injury cannot be calculated with certainty. Therefore, for each such failure the School District shall compensate the Department, but not as a penalty, as indicated below. The Department may reduce the corresponding invoice, or next immediate invoice, by the amount of such liquidated damages.

- a) The total DVR portion for the school year will be reduced by one-sixth (1/6) for each student who has not engaged in a paid or non-paid CBWE per assigned ES unless the reason for not meeting the outcome goal is due to the lack of DVR SE IPE students due to the OOS.
- b) Upon DVR confirmation of an ES spending less than the required 100% of their time during the school year and during school hours providing employment services described in this Arrangement to DVR SE IPE students, the School District will be assessed a pro rata share of the reimbursement for any time less than 100% spent on outlined deliverables identified under the Scope of Services

F. Special Provision(s):

1. Arrangement Staffing

- a) The School District is responsible for the proficiency of ES positions, assuring that each ES has the required experiences and skills to provide tasks identified in (Table 1 – Deliverables) of the contract.

2. Applicable Laws

- a) This Arrangement is governed by the following State and Federal regulations:

The Rehabilitation Act of 1973 as amended, Florida Statutes, Chapter 413 (Part II). Other applicable regulations include OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the DVR State Plan and the State Program Regulations in the Code of Federal Regulations, Part 361.

3. Data Collection & Dissemination

- a) DVR will collect data through REBA on, at a minimum, services provided and payments made to the School District.
- b) Data collected may be compiled into reports and shared with, at a minimum, the School District, DVR Counselors, customers and other stakeholders.

4. DVR reserves the right to suspend this Arrangement if, by way of routine monitoring or receipt of stakeholder complaint, DVR suspects the School District has engaged in fraudulent activity.

5. Final Invoice (Withholding Payment)

The School District shall submit the final invoice for payment no more than sixty (60) days after the Arrangement ends or is terminated. If the final invoice cannot be submitted within the required sixty (60) day period, the School District must submit a written request for extension to the DVR Contract Manager for approval prior to the sixty (60) day deadline. The request must include a description of the circumstances that resulted in a need for additional time for the submission of the invoice. The DVR Contract Manager will respond to the request within ten (10) working days after receipt of the request. DVR will not honor any requests submitted after the aforesaid time period unless a written request for extension is received prior to the sixty (60) day deadline. If the School District fails to do so, all rights to payment are forfeited.

Payments due under the terms of this Arrangement may be withheld pending the receipt and approval by DVR of all SPR's, CBWE Rating Forms and invoices, with supporting documentation requested from the School District

Invoice payment requirements do not start until DVR receives a properly completed invoice and approves deliverables.

6. Modifications to Attachment C., Standard Terms and Conditions

a) Section III. is amended to include the following:

Invoicing

- i. Use of REBA website is a condition of this contract. This includes the electronic signing of documents through submission in the REBA system.
- ii. The School District shall submit a properly completed invoice on a monthly basis, including all supporting documentation, to the Contract Manager no later than thirty (30) days after the close of monthly business.
- iii. The invoice shall include, at a minimum:
 - (1). A completed, signed DVR Source of Funding Certification & Invoice Itemization form that verifies the source of non-federal funds used for match amounts reported for services by the School District have not been used in any other federally assisted project or program; and certifies that the ES for which payment is being requested, devoted 100% of their time during the school year and during school hours providing employment services described in this Arrangement to DVR SE IPE students;
 - (2). A list of students that have received or are receiving services during the invoiced period;
 - (3). Other documentation that may be requested by the Contract Manager.
- iv. The School District shall retain documentation in an auditable format sufficient for proper pre and post audit requirements and at one location as they relate to each invoice submitted to DVR and provide such documentation to DVR upon request.

b) Section VIII. is not applicable to this Contract.

c) Section X. is amended to include the following:

The School District shall not use or disclose any information concerning a DVR customer for any purpose not in conformity with s. 413.341, Florida Statutes, and 34 C.F.R. § 361.38 without the express prior, written consent of the customer or the responsible parent or guardian.

d) Section XVIII. is not applicable to this Contract.

e) Section XL. is added as follows:

The School District shall report to DVR and the Florida Abuse Hotline any reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult. The Florida Abuse Hotline's statewide toll-free telephone number is 1-800-962-2873.

f) Section XLI. is added as follows:

The School District shall notify DVR immediately if it is, or becomes a party to any contract with, a State of Florida Career Source Center

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE

The Payment Terms and Schedule for the procurement contract awarded to Bay County School Board, Contract Number 18-129 are as follows:

- I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.
- A. Place an "X" beside *either* 1 or 2:
- The total payment shall be the amount entered in the space provided in Section II, below.
- Or
- The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.
- B. Place an "X" beside *either* 1 or 2:
1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.
- Or
2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.
- Or
- Not applicable
- C. If I.A.2. applies, place an "X" beside any of the following that apply:
1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.
2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.
- II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: «TotalPaymentII» dollars (\$«BudgetaryAmount»)
- III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

Amount of payment:

| Major Deliverable Price | Projected Date | Description of Deliverable(s): | Source Document Page |
|---|---|---|---|
| <p>Payment based on the amount listed on ES paystub for the invoice month.</p> <p>The sum of the monthly payments will not exceed the amount in Section II.</p> | <u>Aug 15, 2017</u> | <p>A Monthly report to be submitted to the DVR Contract Manager documenting CBWE services provided to the DVR SE IPE students by the ES directly related to the Scope of Services (Attachment A). The report must include the number of students served during the report period; the specific services provided each student by the employment specialist, as listed in Attachment A, Section C.,4, and the level of progression per student. These services must be documented electronically in REBA TPCA in the form of a SPR and a CBWE Rating Form and submitted to the VR Counselor for approval at the end of each month, for a ten (10) month period.</p> <p>A signed monthly Time Certification document as evidence that each ES dedicated 100% of their time during the school year and during school hours providing the services described in this Arrangement to DVR SE IPE students.</p> <p>Copy of ES pay stub verifying salary amount for the billing month.</p> <p>DVR Counselor documentation that the School District provided a minimum of six (6) DVR SE IPE students (per employment specialist) with a CBWE by the end of the school year.</p> | <p><u>Attachment A, Section C., 4 (Table 1)</u></p> |
| | <u>Sept 15, 2017</u> | | |
| | <u>Oct 15, 2017</u> | | |
| | <u>Nov 15, 2017</u> | | |
| | <u>Dec 15, 2017</u> | | |
| | <u>Jan 15, 2018</u> | | |
| | <u>Feb 15, 2018</u> | | |
| | <u>Mar 15, 2018</u> | | |
| | <u>Apr 15, 2018</u> | | |
| | <u>May 15, 2018</u> | | |
| <u>Jun 15, 2018</u> | <p><u>Attachment A, Section C., 4 (Table 2)</u></p> | | |

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable**

Amount Set Aside:

Description of Activity:

Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable.**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

Not Applicable

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE

Dollar Amount:

Per Time Unit:

Type of Work or Professional Designation of a Worker:

- B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:

Not Applicable

- C. Each invoice which requests a payment based upon the system of rates:
- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
 - shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
 - shall be documented by time and performance records which are adequate for preaudit and postaudit.

- VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No «StateTermContractNo», as explained below: **Not Applicable**

- VII. Federal funds awarded through the Department by this Contract, if any: **None**

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS

Contract No. 18-129

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. **The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.**
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. **Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the **Contract Manager's approval**, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. **Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.**
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract 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 forty (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 s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. 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 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department'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. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor 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 recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

DISCLOSURE STATEMENT
State of Florida, Department of Education
Contract No.:

Contractor represents and warrants as a material inducement to the State of Florida, Department of Education ("Department"), to enter the above referenced Contract that:

1. To the best of Contractor's knowledge and belief neither Contractor, nor any officer, agent or employee of Contractor has now or ever has had any private business venture with the following individuals (hereinafter called "Agency Personnel"): Members of the State Board of Education, the Board of Governors, the Commissioner of Education, the Contract Manager named in the Contract, or the members of the Senior Management Service or Selected Exempt Service presently employed by Department or the State Board of Education; and

2. Neither Contractor, nor any officer, agent or employee of Contractor has given or offered to give money or anything else of value to any one or more of the Agency Personnel, or to any other person, in consideration for Contractor's selection as Contractor; and

3. Contractor knows of no fact or incidence of wrongdoing surrounding its selection as Contractor that, if disclosed to the Department would call into question Contractor's selection as Contractor or its fitness or ability to meet all of its legal and ethical obligations under the Contract.

Name of Contractor

Signature

(If Corporation, Partnership or D/B/A):

Title

Address

Phone/ Fax

Sworn to and subscribed before me this ____ day of _____, _____, by _____, who is personally known to me or who produced _____ for identification.

Signature of Notary Public

Name of Notary Public

My Commission expires:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4b

DATE OF SCHOOL BOARD MEETING: August 29, 2017

TITLE OF AGENDA ITEM: Interlocal Road Maintenance Agreement Between Gadsden
County and the School Board of Gadsden County

DIVISION:

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

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

Interlocal Agreement for Road Maintenance by Gadsden County Public Works for the fiscal
year 2017 – 2018.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent

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 _____

**INTERLOCAL ROAD MAINTENANCE AGREEMENT
BETWEEN GADSDEN COUNTY, FLORIDA
AND THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October, 2017, by and between Gadsden County, Florida, a political subdivision of the State of Florida (“County”) and the School Board of Gadsden County, Florida, a public body corporate and politic created and existing under the Constitution of the State of Florida (“School Board”).

WITNESSETH:

WHEREAS, the School Board and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the School Board and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County maintains a Public Works Department capable of providing road maintenance and special projects on the School Board’s property; and

WHEREAS, the School Board has requested the use of the County’s Public Works Department to assist with road maintenance or special projects on the School Board’s property; and

WHEREAS, the County has determined that the County Public Works Department has the ability to provide assistance with road maintenance and special projects to the School Board without compromising the level of services provided to the County.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Specific Provisions.

1. The County shall, subject to availability of County equipment, personnel, and materials, provide the services requested by the School Board, including maintenance on the paved and unpaved roads and drives located on or used to access School Board properties and transportation of materials to and from School Board properties. Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform services at the School Board’s express request, and shall not be responsible for identifying or advising the School Board of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.

2. To request County assistance with a special project, the School Board shall provide a written request submitted to the County Administrator. If the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the School Board for the work requested. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but are not be limited to, maintenance to athletic fields, ditches, drainage structures, and rights-of-way. If the written quote is approved by the School Board, then upon receiving written notice of approval, the County will schedule and perform the approved work subject to availability of County equipment, personnel, and materials.
3. The School Board Superintendent or his/her authorized designee shall be the agent of the School Board for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County Public Works Department. The County will undertake reasonable efforts to commence and complete the requested work, subject to the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
4. As compensation for the maintenance requested by the School Board, the School Board shall pay the County based upon services rendered at the rate(s) set forth on Exhibit "B."

Section 3: Additional Provisions.

1. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2017.
4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
5. Expiration. This Agreement shall expire on September 30, 2018, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. If the School Board is in in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the School Board shall pay all amounts due for services performed during the term of the Agreement.

7. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
8. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
9. No Assignment. This Agreement is not assignable.
10. Records. For the services performed under this Agreement, the County shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the County in connection with the services performed under this Agreement.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT & BOARD OF EDUCATION OF GADSDEN COUNTY SCHOOL BOARD AT THE GADSDEN COUNTY SCHOOL BOARD OFFICE, 35 M.L. KING JR. BLVD., QUINCY, FL 32351, (850) 627-9651, davism@gcpsmail.com.

The County must comply with the public records laws, Chapter 119, F.S.; specifically the County shall:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by 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 for the duration of the contract term and following completion of the contract if the County does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the County or keep and maintain public records required by the School Board to perform the service. If the County transfers all public records to

the School Board upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the School Board, upon the request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The School Board shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the School Board, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
12. Contractual Relationship. The relationship between the County and the School Board is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the School Board for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the School Board and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the School Board or any other person or entity.
13. County Employees. The County employees providing the services described herein shall be employees of the County and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate. County employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the School Board.
14. Jurisdiction and Maintenance Responsibility. The School Board acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or

responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the School Board, finding that such conveyance is in the public interest. To the extent that the School Board has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the School Board shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the School Board is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.

15. Indemnification; Hold Harmless. The School Board expressly recognizes and agrees that it is solely responsible for the streets, roads, and other public areas within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to the roads, streets, and other public areas within its jurisdiction. To the greatest extent permitted by law, the School Board shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to the roads, streets, and other public areas within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the School Board under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and School Board do not intend to and in no way waive any sovereign immunity rights that they possess.
16. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any

representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

**SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA**

By: _____

By: _____

Superintendent, Gadsden County School Board

APPROVED AS TO FORM:

By: _____

School Board Attorney

ATTEST:

GADSDEN COUNTY, FLORIDA

By: _____
NICHOLAS THOMAS, CLERK

By: _____
SHERRIE TAYLOR
Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM:

By: _____
DAVID J. WEISS
County Attorney

Attachment A

Inter-Local Agreement Billable Roads

Chattahoochee

River Landing Road

Greensboro

Chattahoochee Avenue

Coleman Avenue

Coleman Street

Fletcher Street

Hope Street

Kemp Street

Toler Street

West Street

Gretna

Beulah Lane

Beech Street

Bradley Court

Canty Lane

Chadd Lane

Circle Drive East

Circle Drive West

Earnest Barkley Street

Ellis Drive

Fifth Street

Fourth Street

Green Lane

Gretna Industrial Park

Hester Lane

Hill Lane

Lake Gretna Drive

Lanier Drive

McMillan Lane

Oak Street

Rumlin Lane

Second Street

Sixth Street

Third Street

Thomas Street

Watson Lane

Williams Street

Havana

1st Avenue

Midway

Brickyard Road East

Burns Road

Central Road

Hayward Dupont Street

Imani Circle

Joyner Road

Knight Road

M.L. King Blvd

Martin/McCray Road

Mine Road

Moores Drive

Palmer Road

Parker Avenue

Peters Road

Rustling Pines Blvd

Stevens Drive

Sumpter Ridge Road

Tennel Road

Quincy

Eleventh Street

Fletcher Drive

GF&A Drive

Green Street

Kent Street

Mainline Drive

Orlando Street

Valley Drive

Williams Street

Willie Rue Lane

School Board

Carter Parramore Academy

Chattahoochee Elementary

East Gadsden High School

Gadsden Elementary Magnet

George W. Munroe

Greensboro Elementary

Gretna Elementary

Havana Middle School

Shanks Middle School

Stewart Street Elementary

St. John Elementary

West Gadsden High School

Attachment B Inter-Local Agreement Billing Rate Table

Road Scraping (Basis for Hourly Rate)

| | <u>Duration</u> | <u>Item</u> | <u>Hourly Rate</u> | <u>Fringes</u> | <u>Total</u> |
|--|-----------------|--------------------------|--------------------|----------------|--------------|
| 1 | 15 mins | Secretary | \$14.70 | 51.79% | \$ 5.58 |
| 2 | 15 mins | Billing - Office Manager | \$19.10 | 51.79% | \$ 7.25 |
| 3 | 10 mins | Operations Supervisor | \$20.98 | 51.79% | \$ 5.31 |
| 4 | 1 hour | Grader Operator | \$16.17 | 51.79% | \$ 24.54 |
| | 1 hour | Grader | \$22.00 | | \$ 22.00 |
| | 1 hour | Fuel | \$61.49 | | \$ 16.49 |
| | 1 hour | Insurance | \$0.80 | | \$ 0.80 |
| | | | | | \$ 81.97 |
| Contingency to cover unexpected damages | | | | | \$ 8.03 |
| | | | | | \$ 90.00 |
| Estimated hourly cost for providing work related to scraping roads | | | | | \$ 90.00 |

Other Materials & Services (per ton)

| | <u>Costs</u> |
|----------------------------------|--------------|
| Cost of #57 Rock per ton | \$ 21.00 |
| Cost of Crushed Concrete per ton | \$ 12.00 |
| Cost of Granite Rock | \$ 37.25 |
| Cost of Limerock per ton | \$ 12.00 |
| Cost of Millings per ton | \$ 16.75 |
| Cost of Sand per ton | \$ 5.34 |
| Cost of Sandy Clay per ton | \$ 8.75 |
| Cost of Shellrock per ton | \$ 10.00 |
| Cost of Top Soil per ton | \$ 16.25 |

Equipment & Operators (per hour)

| | |
|--|-----------|
| Cost of Back Hoe per hour w/Operator | \$ 45.00 |
| Cost of Boom Mower per hour w/Operator | \$ 75.00 |
| Cost of Dump Truck per hour w/Operator | \$ 45.00 |
| Cost of Excavator/ditch cleaning (Gradall) per hour w/Operator | \$ 75.00 |
| Cost of Front End Loader per hour w/Operator | \$ 50.00 |
| Cost of Grabber Truck per hour w/Operator | \$ 45.00 |
| Cost of Grader w/Operator | \$ 45.00 |
| Cost of Grader w/side arm (sloper) & Operator | \$ 50.00 |
| Cost of Inmate Van per hour w/Supervisor | \$ 45.00 |
| Cost of Jetter Truck per hour w/Operator | \$ 150.00 |
| Cost of Maintenance Worker I per hour | \$ 9.86 |
| Cost of Roller w/Operator | \$ 50.00 |
| Cost of Small Tractor per hour w/Operator | \$ 25.00 |
| Cost of Sweeper w/Operator | \$ 30.00 |
| Cost of Track Hoe per hour w/Operator | \$ 75.00 |
| Cost of Tractor per hour w/Operator | \$ 50.00 |
| Cost of Tractor w/Tiller per hour w/Operator | \$ 45.00 |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5a

DATE OF SCHOOL BOARD MEETING: August 29, 2017

TITLE OF AGENDA ITEMS: Request for Sale of Portable Building

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to sell a portable building to Crossroad Academy. The portable building is located at St. John Elementary School. The value is based on the condition of the unit.

REVENUE: Capital Improvement Funds

AMOUNT: \$2,500.00

PREPARED BY: Bruce James 

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5b

DATE OF SCHOOL BOARD MEETING: August 29, 2017

TITLE OF AGENDA ITEMS: Request to Auction off Portables

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to advertise the auction of portable buildings located at:

1. Carter Parramore Academy (1)
2. St. John Elementary (1)
3. Chattahoochee Elementary (2)

REVENUE: Capital Improvement Funds

AMOUNT: Based on Highest Bid

PREPARED BY: Bruce James 