AGENDA

REGULAR SCHOOL BOARD MEETING

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

October 25, 2011

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

2. OPENING PRAYER

3. PLEDGE OF ALLEGIANCE

4. RECOGNITIONS

ITEMS FOR CONSENT

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

   a. September 27, 2011, 4:30 p.m. – School Board Workshop

   b. September 27, 2011, 6:00 p.m. – Regular School Board Meeting

   c. October 11, 2011, 2:00 p.m. – Special Board Meeting

   d. October 11, 2011 – School Board Workshop
   Immediately following Special Board Meeting at 2:00 p.m.

   ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) - **SEE PAGE #6**

   a. Personnel 2011 - 2012

   ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

   a. Budget Amendment Number Five – **SEE PAGE #8**

   Fund Source: 420 (Federal) Funds
   Amount: $1,286,276.00

   ACTION REQUESTED: The Superintendent recommends approval.

b. Budget Amendment Number Six – **SEE PAGE #41**

Fund Source: 432 (Targeted ARRA Stimulus) Funds
Amount: $1,284,820.00

ACTION REQUESTED: The Superintendent recommends approval.

c. Budget Amendment Number Seven – **SEE PAGE #54**

Fund Source: 434 (Race To The Top) Funds
Amount: $ 2,304,819.91

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

a. Agreement Between Gadsden County School Board And The City Of Quincy For Use Of Property For Parking - **SEE PAGE #67**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. Agreement Between Gadsden County School Board And Neola, Inc. **SEE PAGE #74**

Fund Source: General Fund
Amount: 3 Year Agreement $22,995.00 ($7,795.00) per year

ACTION REQUESTED: The Superintendent recommends approval.

c. Contract Between The School Board of Gadsden County, Florida and Catapult Learning, LLC - **SEE PAGE #97**

Fund Source: Federal Programs (431262S)
Amount: $24,750.00

ACTION REQUESTED: The Superintendent recommends approval.

d. Contract With Soliant Health – **SEE PAGE #112**

Fund Source: FEFP
Amount: $46.25 per hour (Bachelors Level)

ACTION REQUESTED: The Superintendent recommends approval.

e. Interlocal Agreement – **SEE PAGE #118**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

f. Contract for 457 (b) Deferred Compensation Plan – **SEE PAGE #121**

Fund Source: N/A
Amount: Optional Employee Deductions

ACTION REQUESTED: The Superintendent recommends approval.

g. Contracts from General Fund – **SEE PAGE #137**

Fund Source: General Fund
Amount: $14,950.00

ACTION REQUESTED: The Superintendent recommends approval.

h. Contracts for General Fund – **SEE PAGE #142**

Fund Source: General Fund
Amount: $32,048.12

ACTION REQUESTED: The Superintendent recommends approval.

i. Contracts for Federal Projects – **SEE PAGE #146**

Fund Source: Title I Regular and 21st Century
Amount: $55,575.24

ACTION REQUESTED: The Superintendent recommends approval.

j. Contacts for Capital Improvements Fund – **SEE PAGE #150**

Fund Source: Capital Improvements Fund
Amount: $24,635.00

ACTION REQUESTED: The Superintendent recommends approval.

k. Contracts for Federal Projects –ARRA – **SEE PAGE #152**

Fund Source: Title I School Improvement – ARRA
Amount: $40,620.00

ACTION REQUESTED: The Superintendent recommends approval.

l. Approval of the Purchase of an Upgrade to the AS400 System
**SEE PAGE #160**

Fund Source: Capital Outlay/General Fund
Amount: $96,253.83 annually for three years

ACTION REQUESTED: The Superintendent recommends approval.

m. Supplemental Educational Services – **SEE PAGE #174**

Fund Source: Title I Part A, Supplemental Education Services
Amount: $353,250.00

ACTION REQUESTED: The Superintendent recommends approval.

9. STUDENT MATTERS – **SEE ATTACHMENT**

a. Student Expulsion – See back-up material

Case #13-1112-9102

ACTION REQUESTED: The Superintendent recommends approval.

b. Student Expulsion – See back-up material

Case #14-1112-9102

ACTION REQUESTED: The Superintendent recommends approval.

10. SCHOOL FACILITY/PROPERTY

a. Department of Education Spot Survey To Declare Some Portable Classrooms Surplus – **SEE PAGE #757**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. Declaration Of Restrictive Covenant – **SEE PAGE #769**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. Bleachers Bid - #1112-09 – **SEE PAGE #782**

Fund Source: 379 Funds
Amount: $24,635.00

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ISSUES

a. School Advisory Council Rosters – **SEE PAGE #790**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

a. Approval of School Board Policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program) - **SEE PAGE #808**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. ADJOURNMENT

# The School Board of Gadsden County

**Reginald C. James**
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

*"Building A Brighter Future"*

October 25, 2011

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

Dear School Board Members:

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

**Item 6A Instructional and Non-Instructional Personnel 2011/2012**

The following reflects the total number of full-time employees in this school district for the 2011/2012 school term, as of October 25, 2011.

| Description Per DOE Classification | DOE Object# | #Employees October 2011 |
|---|---|---|
| Classroom Teachers and Other Certified | 120 & 130 | 479.71 |
| Administrators | 110 | 49.75 |
| Non-Instructional | 150, 160, & 170 | 407.54 |
| | | 937.00 |

Sincerely,

Reginald C. James
Superintendent of Schools

Eric F. Hinson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Judge B. Helms, Jr.
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

Roger P. Milton
DISTRICT NO. 5
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

## AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2011/2012

**INSTRUCTIONAL**

| Name | Location | Position | Effective Date |
|---|---|---|---|
| Berry, Prance | EGHS | Teacher | 10/21/2011 |
| Brewington, Lanecia | WGHS | Teacher | 10/14/2011 |
| Chavers, Paulette | ESOL | Teacher | 10/17/2011 |
| Davis, Torreya | GWM | Teacher | 10/03/2011 |
| Smith, Leroy | WGHS | Teacher | 09/29/2011 |
| Williams, Eddie | GTI | Teacher | 10/12/2011 |

**Part Time**

| | | | |
|---|---|---|---|
| McDonald, Glenda | GEMS | Teacher | 10/17/2011 |

**NON-INSTRUCTIONAL**

| Name | Location | Position | Effective Date |
|---|---|---|---|
| Battles, Linda | SJES | Ed Paraprofessional | 10/19/2011 |

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

**LEAVE OF ABSENCE**

| Name | Location/Position | Beginning | Ending |
|---|---|---|---|
| Bouie, Veronica | Head Start/PreK | 10/14/2011 | 12/09/20111 |
| Frost, Diane | EGHS/Ed Para | 09/12/2011 | 11/07/2011 |

**RESIGNATION**

| Name | Location | Position | Effective Date |
|---|---|---|---|
| Kelly, Brenda | WGHS | Teacher | 10/04/2011 |
| Vickers, Nave' | GRES | Teacher | 09/30/2011 |

| TRANSFERS<br>Name | Location/Position<br>Transferred From | Location/Position<br>Transferred To | Effective Date |
|---|---|---|---|
| Butler, Bridget | CPA/Teacher | SSES/Teacher | 10/10/2011 |
| Knight, Anthony | CPA/Teacher | EGHS/Teacher | 09/20/2011 |

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEMS:** Budget Amendment Number Five

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

This budget amendment adjusts budget by function and object for:
- Title I School Improvement Initiative
- Adult Education and Family Literacy-Career Pathways

This budget amendment also establishes new budget for the following projects:

| | |
|---|---|
| Title III Part A, ESOL | $ 64,480.00 |
| Title I School Improvement | $ 233,766.00 |
| Title II, Part A, Teacher & Principal Training | $ 592,667.00 |
| 21st Century Learning Centers(HES & GWM) | $ 179,379.00 |
| 21st Century Learning Centers(St. John & Gretna) | $ 215,984.00 |
| TOTAL | $ 1,286,276.00 |

**FUND SOURCE:** 420 (Federal) Funds

**AMOUNT:** $ 1,286,276.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

**Gadsden County School Board**
**420 (Federal) Fund Estimated Revenue**
**Budget Amendment Number Five**

| FUND 420<br><br>REVENUE OBJECT | BEGINNING ESTIMATED REVENUE 10/17/2011 | BUDGET AMENDMENT NUMBER FIVE | ENDING ESTIMATED REVENUE 10/20/11 |
|---|---|---|---|
| 190 | $ - | $ - | $ - |
| 191 | $ - | $ - | $ - |
| 199 | $ 662,981.57 | $ - | $ 662,981.57 |
| 201 | $ 186,164.72 | $ - | $ 186,164.72 |
| 226 | $ 138,559.32 | $ 592,667.00 | $ 731,226.32 |
| 227 | $ - | $ - | $ - |
| 230 | $ 2,066,883.32 | $ - | $ 2,066,883.32 |
| 240 | $ 4,980,503.65 | $ 233,766.00 | $ 5,214,269.65 |
| 251 | $ 91,314.73 | $ - | $ 91,314.73 |
| 270 | $ - | $ - | $ - |
| 290 | $ 861,966.17 | $ 459,843.00 | $ 1,321,809.17 |
| 299 | $ - | $ - | $ - |
| **TOTALS** | **$ 8,988,373.48** | **$ 1,286,276.00** | **$ 10,274,649.48** |

S:\BUD AMENDMENT 2011-2012\AMEND5 11-12 420fd.xls

**Gadsden County School Board**
**420 (Federal) Fund Appropriations**
**Budget Amendment Number Five**

| 420 FUND FUNCTION/ OBJECT | | BUDGET BALANCE 10/17/2011 | BUDGET AMENDMENT NUMBER FIVE | BUDGET BALANCE 10/20/2011 |
|---|---|---|---|---|
| 5100 | 100 | $ 618,547.76 | $ 96,870.00 | $ 715,417.76 |
| | 200 | $ 86,487.40 | $ 37,956.46 | $ 124,443.86 |
| | 300 | $ 1,279,479.91 | $ 22,400.00 | $ 1,301,879.91 |
| | 500 | $ 453,474.50 | $ 12,795.16 | $ 466,269.66 |
| | 600 | $ 121,809.22 | $ - | $ 121,809.22 |
| | 700 | $ 277.50 | $ - | $ 277.50 |
| **FUNCTOTAL** | | **$ 2,560,076.29** | $ 170,021.62 | **$ 2,730,097.91** |
| 5200 | 100 | $ 528,040.66 | $ - | $ 528,040.66 |
| | 200 | $ 210,057.50 | $ - | $ 210,057.50 |
| | 300 | $ 200,016.89 | $ - | $ 200,016.89 |
| | 500 | $ 80,019.84 | $ - | $ 80,019.84 |
| | 600 | $ 130,981.78 | $ - | $ 130,981.78 |
| | 700 | $ 3,000.00 | $ - | $ 3,000.00 |
| **FUNCTOTAL** | | **$ 1,152,116.67** | $ - | **$ 1,152,116.67** |
| 5300 | 100 | $ 8,987.00 | $ - | $ 8,987.00 |
| | 200 | $ 4,914.29 | $ - | $ 4,914.29 |
| | 300 | $ 2,445.60 | $ - | $ 2,445.60 |
| | 500 | $ 32,047.20 | $ - | $ 32,047.20 |
| | 600 | $ 49,115.25 | $ - | $ 49,115.25 |
| | 700 | $ 17,445.38 | $ - | $ 17,445.38 |
| **FUNCTOTAL** | | **$ 114,954.72** | $ - | **$ 114,954.72** |
| 5400 | 100 | $ 66,925.35 | $ (24,000.00) | $ 42,925.35 |
| | 200 | $ 14,783.26 | $ (7,811.00) | $ 6,972.26 |
| | 300 | $ 1,730.95 | $ 33,061.00 | $ 34,791.95 |
| | 500 | $ 7,547.79 | $ (86.00) | $ 7,461.79 |
| | 600 | $ (3,932.27) | $ - | $ (3,932.27) |
| | 700 | $ - | $ - | $ - |
| **FUNCTOTAL** | | **$ 87,055.08** | $ 1,164.00 | **$ 88,219.08** |
| 5500 | 100 | $ 232,648.82 | $ - | $ 232,648.82 |
| | 200 | $ 56,428.33 | $ - | $ 56,428.33 |
| | 300 | $ 11,586.62 | $ - | $ 11,586.62 |
| | 500 | $ 16,760.54 | $ - | $ 16,760.54 |
| | 600 | $ (1,205.31) | $ - | $ (1,205.31) |
| | 700 | $ 273.00 | $ - | $ 273.00 |
| **FUNCTOTAL** | | **$ 316,492.00** | $ - | **$ 316,492.00** |

**Gadsden County School Board**
**420 (Federal) Fund Appropriations**
**Budget Amendment Number Five**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **5900** | **100** | $ | 330,952.00 | $ | 185,013.00 | $ | 515,965.00 |
| | **200** | $ | 51,053.00 | $ | 32,378.00 | $ | 83,431.00 |
| | **300** | $ | 70,083.37 | $ | 5,681.00 | $ | 75,764.37 |
| | **500** | $ | 14,237.55 | $ | 8,690.00 | $ | 22,927.55 |
| **FUNCTOTAL** | | **$** | **466,325.92** | **$** | **231,762.00** | **$** | **698,087.92** |
| **6100** | **100** | $ | 410,976.53 | $ | - | $ | 410,976.53 |
| | **200** | $ | 73,770.48 | $ | - | $ | 73,770.48 |
| | **300** | $ | 128,565.27 | $ | - | $ | 128,565.27 |
| | **500** | $ | 48,468.56 | $ | - | $ | 48,468.56 |
| | **600** | $ | 485.06 | $ | - | $ | 485.06 |
| | **700** | $ | 70.00 | $ | - | $ | 70.00 |
| | **900** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **662,335.90** | $ | - | **$** | **662,335.90** |
| **6200** | **100** | $ | (1,916.64) | $ | - | $ | (1,916.64) |
| | **200** | $ | (361.41) | $ | - | $ | (361.41) |
| | **300** | $ | 12,164.07 | $ | - | $ | 12,164.07 |
| | **500** | $ | (260.11) | $ | - | $ | (260.11) |
| | **600** | $ | 303,600.00 | $ | - | $ | 303,600.00 |
| | **700** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **313,225.91** | $ | - | **$** | **313,225.91** |
| **6300** | **100** | $ | 640,173.16 | $ | 173,800.00 | $ | 813,973.16 |
| | **200** | $ | 155,538.10 | $ | 48,469.98 | $ | 204,008.08 |
| | **300** | $ | 42,994.09 | $ | 8,000.00 | $ | 50,994.09 |
| | **500** | $ | 29,623.09 | $ | - | $ | 29,623.09 |
| | **600** | $ | 3,844.26 | $ | 3,696.99 | $ | 7,541.25 |
| | **700** | $ | 9,015.00 | $ | - | $ | 9,015.00 |
| **FUNCTOTAL** | | **$** | **881,187.70** | $ | 233,966.97 | **$** | **1,115,154.67** |
| **6400** | **100** | $ | 693,294.51 | $ | 376,102.00 | $ | 1,069,396.51 |
| | **200** | $ | 176,512.06 | $ | 124,737.00 | $ | 301,249.06 |
| | **300** | $ | 443,502.90 | $ | 46,763.00 | $ | 490,265.90 |
| | **400** | $ | - | $ | - | $ | - |
| | **500** | $ | 58,828.43 | $ | 5,000.00 | $ | 63,828.43 |
| | **700** | $ | 23,503.57 | $ | 1,500.00 | $ | 25,003.57 |
| **FUNCTOTAL** | | **$** | **1,395,641.47** | $ | 554,102.00 | **$** | **1,949,743.47** |
| **6500** | **100** | $ | (2,112.39) | $ | - | $ | (2,112.39) |
| | **200** | $ | 155.57 | $ | - | $ | 155.57 |
| | **300** | $ | - | $ | - | $ | - |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | 105,158.74 | $ | - | $ | 105,158.74 |
| | **700** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **103,201.92** | $ | - | **$** | **103,201.92** |

**Gadsden County School Board**
**420 (Federal) Fund Appropriations**
**Budget Amendment Number Five**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **7100** | **300** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | - | $ | - | **$** | - |
| **7200** | **100** | $ | 13,426.17 | $ | - | $ | 13,426.17 |
| | **200** | $ | 3,245.14 | $ | - | $ | 3,245.14 |
| | **300** | $ | 1,730.77 | $ | - | $ | 1,730.77 |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | 1,500.00 | $ | - | $ | 1,500.00 |
| | **700** | $ | 125,091.53 | $ | 14,699.41 | $ | 139,790.94 |
| **FUNCTOTAL** | | **$** | **144,993.61** | $ | 14,699.41 | **$** | **159,693.02** |
| **7300** | **100** | $ | (23,675.32) | $ | - | $ | (23,675.32) |
| | **200** | $ | (8,406.10) | $ | - | $ | (8,406.10) |
| | **300** | $ | - | $ | - | $ | - |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | - | $ | - | $ | - |
| | **700** | $ | - | $ | - | $ | - |
| **FUNCTOTAL 7300** | | **$** | **(32,081.42)** | $ | - | **$** | **(32,081.42)** |
| **7400** | **600** | $ | 1,935.00 | $ | - | $ | 1,935.00 |
| **FUNCTOTAL 7400** | | **$** | **1,935.00** | $ | - | **$** | **1,935.00** |
| **7600** | **300** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | - | $ | - | **$** | - |
| **7700** | **100** | $ | (414.12) | $ | - | $ | (414.12) |
| | **200** | $ | 5,361.19 | $ | - | $ | 5,361.19 |
| | **300** | $ | 5,750.00 | $ | - | $ | 5,750.00 |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | 615.00 | $ | - | $ | 615.00 |
| | **700** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **11,312.07** | $ | - | **$** | **11,312.07** |
| **7800** | **100** | $ | 50,821.70 | $ | 19,200.00 | $ | 70,021.70 |
| | **200** | $ | 10,759.69 | $ | 3,360.00 | $ | 14,119.69 |
| | **300** | $ | 589,356.82 | $ | 43,850.00 | $ | 633,206.82 |
| | **400** | $ | 19,900.00 | $ | - | $ | 19,900.00 |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **670,838.21** | $ | 66,410.00 | **$** | **737,248.21** |

**Gadsden County School Board**
**420 (Federal) Fund Appropriations**
**Budget Amendment Number Five**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7900 | 100 | $ | 19,592.57 | $ | 12,042.00 | $ | 31,634.57 |
| | 200 | $ | 4,695.82 | $ | 2,108.00 | $ | 6,803.82 |
| | 300 | $ | 91,330.20 | $ | - | $ | 91,330.20 |
| | 400 | $ | 748.04 | $ | - | $ | 748.04 |
| | 500 | $ | 343.67 | $ | - | $ | 343.67 |
| | 600 | $ | - | $ | - | $ | - |
| | 700 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **116,710.30** | $ | 14,150.00 | **$** | **130,860.30** |
| 8100 | 100 | $ | - | $ | - | $ | - |
| | 200 | $ | - | $ | - | $ | - |
| | 300 | $ | - | $ | - | $ | - |
| | 600 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **-** | $ | - | **$** | **-** |
| 8200 | 100 | $ | (2,458.39) | $ | - | $ | (2,458.39) |
| | 200 | $ | (450.31) | $ | - | $ | (450.31) |
| | 600 | $ | 5,544.00 | $ | - | $ | 5,544.00 |
| **FUNCTOTAL** | | **$** | **2,635.30** | $ | - | **$** | **2,635.30** |
| 9100 | 100 | $ | 15,844.95 | $ | - | $ | 15,844.95 |
| | 200 | $ | 3,571.88 | | | $ | 3,571.88 |
| | 300 | $ | - | $ | - | $ | - |
| | 400 | $ | - | $ | - | $ | - |
| | 500 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **19,416.83** | $ | - | **$** | **19,416.83** |
| **GRANDTOTAL** | | **$** | **8,988,373.48** | **$** | **1,286,276.00** | **$** | **10,274,649.48** |

**Florida Department of Education**
**Project Award Notification** Project 4222611

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-2261A-1CS01 |
| **3 PROJECT/PROGRAM TITLE**<br>Title I School Improvement Initiative 1003(a)<br>**TAPS 11A006** | **4 AUTHORITY**<br>**84.010A School Improvement - Title I, Part A** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number: 1<br>Type of Amendment: Budget: Changes<br>Effective Date: 08/25/2011 | **6 PROJECT PERIODS**<br>Budget Period: 10/14/2010 - 09/30/2011<br>Program Period: 10/14/2010 - 09/30/2011 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 393,800.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 393,800.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 09/30/2011
- Date that all obligations are to be liquidated and final disbursement reports submitted: 11/20/2011
- Last date for receipt of proposed budget and program amendments: 09/30/2011
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Anna Moore<br>Phone: (850) 245 - 0726<br>Email: Anna.Moore@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 40 90 30<br>EO: BK<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.

**13 APPROVED:**

J H Edwards
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/26/11
Date of Signing

**DOE-200**
**Revised 02/05**

| | | | | | |
|---|---|---|---|---|---|
| 5100 | 120 | Stipends for classroom teachers for professional development after the school day | 0 | | **$42,600** |
| 5100 | 121 | Stipends for high school and middle school STEM teachers to offer more rigorous pull-out sessions for students | 0 | $11,200.00 | |
| 5100 | 330 | Mileage to pay for mentors coming from FSU to mentor/tutor secondary students in the middle and high schools | 0 | $3,000.00 | |
| 5100 | 390 | Expand data tools to include partial program pieces from Snapshot to augment Data Director while pre-built programs are developed under Riverside to make Data Director an all encompassing tool for data collection and analysis | 0 | $4,000.00 | |
| 5100 | 310 | Partnership with FSU – cost of college mentors to tutor science and math students at the middle and high schools - $10 per hour x 20 hours bi-weekly x 18 payments – at the middle school 1 mentor per class/2classes, 2 schools; high schools 1 mentor per class, 2 schools, 3 classes | 0 | $14,400 | |
| 5100 | 510 | Supplies – more training supplies are needed (paper and ink, etc.) than projected for professional development for the schools | 0 | $10,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 42,600.00 | **42,600.00** |
| | | | | **Total** | **Total** |

# Instructions
# Budget Amendment Narrative Form

# Florida Department of Education
## Project Award Notification

Proj. 4210220

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-1022A-2C001 |
| **3 PROJECT/PROGRAM TITLE**<br>Title III Part A, Supplemental Instructional Support for English Language Learners<br>**TAPS 12A014** | **4 AUTHORITY**<br>**84.365A Title III, ESOL** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 08/25/2011 - 06/30/2012<br>Program Period: 08/25/2011 - 06/30/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 64,480.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 64,480.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2012
- Last date for receipt of proposed budget and program amendments: 06/30/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Pat Faircloth<br>Phone: (850) 245 - 0885<br>Email: Pat.Faircloth@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496 | **Comptroller's Office**<br>(850) 245-0401 |
| **11 DOE FISCAL DATA**<br>DBS: 40 90 50<br>EO: BC<br>Object: 720035 | |

**12 TERMS AND SPECIAL CONDITIONS**

This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.

For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.

If the district includes estimated roll-forward funds, the district will be authorized to expend estimated roll-forward funds when the Department of Education Comptroller's Office certifies these funds.

Agencies receiving funds under Title III, No Child Left Behind may use not more than two percent (2%) of such funds for the cost of administering the program.

**13 APPROVED:**

Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/23/2011
Date of Signing

**DOE-200**
**Revised 02/05**

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET DESCRIPTION FORM -
# Title III, Part A: English Language Acquisition 2011-2012

A) NAME OF ELIGIBLE RECIPIENT: **Gadsden County District School Board**
B) Project Number (DOE USE ONLY): **200-1022A-2C001**

E) TAPS Number 12A014

| count | Activity | Function | Object | Account Title and Description | FTE | Amount |
|---|---|---|---|---|---|---|
| 1 | Hire 4 highly qualified after school teachers to give supplemental instruction in the Intensive English After School Program to priority ELLs K-12. The teachers will work for 2 hours a day, 4 days a week, for 30 weeks at $22.00 an hour. | 5100 | 126 | Hire 4 highly qualified after school teachers to give supplemental instruction to priority ELLs K-12, specifically in content areas. Tutoring in all content areas will be provided. | 0.640 | $21,120.00 |
| 2 | Salaries for 5 highly qualified Summer School teachers to work in a supplemental Intensive English Summer Program for priority ELLs grades K-2 and 4-8. Each teacher will work 10 days, 6.5 hours a day @ $22.00 an hour. | 5100 | 128 | Salaries for 5 highly qualified Summer School teachers to work in a supplemental Intensive English Summer Program for priority ELLs grades K-2 and 4-8. | 0.200 | $7,150.00 |
| 3 | Retirement for Summer Program teachers, After School teachers, and ESOL Resource Teacher. | 5100 | 210 | Retirement Retirement for Summer Program teachers, After School teachers, and ESOL Resource Teacher. | 0.000 | $4,311.35 |
| 4 | FICA for Summer Program teachers, After School teachers, and ESOL Resource Teacher. | 5100 | 220 | Social Security FICA for Summer Program teachers, After School teachers, and ESOL Resource Teacher. | 0.000 | $3,348.41 |
| 5 | Workers Comp for Summer Program teachers, and After School teachers @ .0048. | 5100 | 240 | Workers Compensation Workers Comp for Summer Program teachers, and After School teachers. | 0.000 | $135.70 |
| 6 | Field Trip fees for entrance and participation to museums, planetarium, and/or other educational facilities specifically and exclusively for ELLs. | 5100 | 390 | Other Purchased Services Field Trip fees for entrance and participation to museums, planetarium, and/or other educational facilities to promote content area knowledge (science, social studies) and the acculturation process specifically and exclusively for ELLs. | 0.000 | $1,000.00 |
| 7 | Salary for 1 ESOL Resource Teacher part time to assist ESOL endorsed/certified teachers with coaching, modeling lessons, observations and feedback. The ESOL Resource Teacher will work 2.5 days a week for the full school year 2011-2012. | 6300 | 130 | Other Certified Instructional Personnel Salary for 1 ESOL Resource Teacher part time to assist ESOL endorsed/certified teachers with coaching, modeling lessons, observations and feedback. The ESOL Resource Teacher will also assist with parent meetings, and assist teachers with stuggling ELLs in the classroom. | 0.500 | $15,500.00 |
| 8 | Health and Hospitalization for 1 part time ESOL Resource Teacher. | 6300 | 231 | Health and Hospitalization Health and Hospitalization for 1 part time ESOL Resource Teacher. | 0.000 | $2,239.20 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 9 | Life Insurance for 1 part time ESOL Resource Teacher @ .33 cents per thousand per month. (15.5 x .33) x 12. | 6300 | 232 | Life Insurance Life Insurance for 1 part time ESOL Resource Teacher @ .33 cents per thousand per month. (15.5 x .33) x 12. | 0.000 | $61.38 |
| 10 | Workers comp for 1 part time ESOL Resource Teacher @ .0048. | 6300 | 240 | Workers Compensation Workers comp for 1 part time ESOL Resource Teacher @ .0048. | 0.000 | $74.40 |
| 11 | Travel to FABES and FASFEPA Conferences | 6300 | 330 | Travel Travel to FABES and FASFEPA Conferences | 0.000 | $4,000.00 |
| 12 | Capitalized Computer Hardware- The LEA will purchase 5 Brainchild KINEOS to be kept at the school site for secondary ELL students and 2 iPADs for use in the Intensive English After School Program. | 6300 | 643 | Computer Hardware Capitalized Capitalized Computer Hardware- The LEA will purchase 5 Brainchild KINEOS to be kept at the school site for secondary ELL students and 2 iPADs for use in the Intensive English After School Program. The LEA will use the computer hardware to enhance the after school tutoring and provide interventions specifically designed to meet the needs of secondary ELL students in the classroom. | 0.000 | $3,696.99 |
| 13 | Administration of the Title III grant @ 2% maximum. | 7200 | 791 | Administration of the Title III grant @ 2% maximum. | 0.000 | $1,192.57 |
| 14 | Bus Transportation for acculturation and educational field trips. | 7800 | 330 | Travel Bus Transportation for acculturation and educational field trips. | 0.000 | $500.00 |
| 15 | Contract mileage for bus drivers for ELL field trips. | 7800 | 390 | Other Purchased Services Contract mileage for bus drivers for ELL field trips. | 0.000 | $150.00 |
| Totals: | | | | | 1.340 | $64,480.00 |

**Florida Department of Education**
**Project Award Notification**

FINANCIAL OFFICER

Project 421911A2

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-1911A-2CT01 |
| **3 PROJECT/PROGRAM TITLE**<br>Adult Education and Family Literacy-Career Pathways<br>**TAPS 12B034** | **4 AUTHORITY**<br>**84.002A Adult Education** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number: 1<br>Type of Amendment: Budget: Changes<br>Effective Date: 10/03/2011 | **6 PROJECT PERIODS**<br>Budget Period: 02/18/2011 - 06/30/2012<br>Program Period: 02/18/2011 - 06/30/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 64,595.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 64,595.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2012
- Last date for receipt of proposed budget and program amendments: 06/30/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

**10 DOE CONTACTS**

**Program**: Gloria Spradley-Brown
Phone: (850) 245 - 9053
Email: Gloria.Spradley@fldoe.org
**Grants Management**: Unit B (850) 245-0496

**Comptroller's Office**
(850) 245-0401

**11 DOE FISCAL DATA**

DBS: 55 90 00
EO: AB
Object: 720000

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.
- Other: **See page 2, item 12 continued.**

**13 APPROVED:**

Gloria Spradley Brown
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

10/11/11
Date of Signing

**DOE-200**
**Revised 02/05**

A) Gadsden Public Schools
**District/Agency Name**

B) 200-1911A - 2CT01 / 12B34
**Project Number** **TAPS Number**

C) _____
**Amendment Number**

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET AMENDMENT NARRATIVE FORM

| D) Total Project Amount Currently Approved | E) Total Project Amount resulting from this Budget Amendment |
|---|---|
| $ 64,595 | $ 64,595 |

F) Line Item Description

| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE | FTE | AMOUNT INCREASE | AMOUNT DECREASE |
|---|---|---|---|---|---|
| 5400 | ~~520~~ 110 | Salary: One (1) half-time Adult Education Specialist | 0.5 | | 24,000.00 |
| | ~~592~~ 210 | Employee benefits, Retirement (10.77%) | 0.5 | | 2,585.00 |
| | ~~591~~ 220 | Employee Benefits, TICA (7.65%) | 0.5 | | 1,836.00 |
| | ~~597~~ 230 | Employee Benefits, Health & Life | 0.5 | | 3,390.00 |
| | ~~655~~ 510 | Materials and Supplies: Instructional | 0.5 | | 86.00 |
| 7200 | ~~676~~ 791 | Administrative Cost | | | 1,164.00 |
| 5400 | 310 | Other Contractual Services<br>Object #310: Other Contractual Services is pursuant to the already approved Contract ~~and Supplemental TCC Budget~~ that accompanied the DOE200 Award Notification. | | 33,061.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 33,061.00 | 33,061.00 |
| | | | | **Total** | **Total** |

10/7/11

DOE 151
Revised 12/07

Dr. Eric J. Smith, Commissioner

Project 4212693

**Florida Department of Education**
**Project Award Notification**

CORRECTED COPY

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-1261A-2C002 |
| **3 PROJECT/PROGRAM TITLE**<br>Title I School Improvement Fund<br>**TAPS 12A005** | **4 AUTHORITY**<br>**84.377A Title I Part A School Improvement Fund** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 07/14/2011 - 09/30/2012<br>Program Period: 07/14/2011 - 09/30/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 233,766.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 233,766.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 09/30/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 11/20/2012
- Last date for receipt of proposed budget and program amendments: 09/30/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Tammy McGriff<br>Phone: (850) 245 - 0689<br>Email: Tammy.McGriff@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 40 90 20<br>EO: 72<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.

**13 APPROVED:**

J A Edwards

Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/30/11
Date of Signing

**DOE-200**
**Revised 02/05**

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET DESCRIPTION FORM -
# School Improvement Grants, Section 1003(g) 2011-2012

A) NAME OF ELIGIBLE RECIPIENT: **Gadsden County District School Board**
B) Project Number (DOE USE ONLY): **200-1262A-2C001**

E) TAPS Number 12A005

| count | Activity | Function | Object | Account Title and Description | FTE | Amount | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | WGHS - 1 Law Enforcement Instructor | 5100 | 160 | Other Support Personnel to support school improvement reform | 1.000 | $35,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 2 | EGHS - 1 Law Enforcement Director | 5100 | 160 | Other Support Personnel to support school improvement reform | 1.000 | $65,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 3 | WGHS - 1 law enforcment instructor-retirement | 5100 | 210 | Retirement to support school improvement reform | 0.000 | $4,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 4 | EGHS - I law enforcement director - retirement | 5100 | 210 | Retirement to support school improvement reform | 0.000 | $7,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 5 | EGHS - 1 law enforcement director - social security | 5100 | 220 | Social Security to support school improvement reform | 0.000 | $5,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 6 | WGHS - 1 law enforcement instructor - social security | 5100 | 220 | Social Security to support school improvement reform | 0.000 | $2,500.00 | 100.00% | ✓ | ✓ | ✓ |
| 7 | WGHS - 1 law enforcement instructor - group health | 5100 | 230 | Group Insurance to support school improvement reform | 0.000 | $6,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 8 | EGHS - 1 law enforcement director - group health | 5100 | 230 | Group Insurance to support school | 0.000 | $4,000.00 | 100.00% | ✓ | ✓ | ✓ |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | improvement reform | | | | | | |
| 9 | EGHS - 1 law enforcement director - life insurance | 5100 | 232 | Life Insurance to support school improvement reform | 0.000 | $130.00 | 100.00% | ✓ | ✓ | ✓ |
| 10 | WGHS 1 law enforcement instructor - life insurance | 5100 | 232 | Life Insurance to support school improvement reform | 0.000 | $131.00 | 100.00% | ✓ | ✓ | ✓ |
| 11 | WGHS - 1 law enforcment instructor - workers compensation | 5100 | 240 | Workers Compensation to support school improvement reform | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ |
| 12 | EGHS 1 law enforcement director - workers compensation | 5100 | 240 | Workers Compensation to support school improvement reform | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ |
| 13 | WGHS - supplies and materials for classroom - includes items such as workbooks, paper, toner, ink cartridges, markers, sticky notes, chart paper, etc. | 5100 | 510 | Supplies to support school improvement reform | 0.000 | $2,795.16 | 100.00% | ✓ | ✓ | ✓ |
| 14 | EGHS - 1/4 Turnaround Director | 6300 | 110 | Administrators to support school improvement reform | 0.500 | $16,250.00 | 50.00% | ✓ | ✓ | ✓ |
| 15 | WGHS - 1/4 Turnaround Director | 6300 | 110 | Administrators to support school improvement reform | 0.500 | $16,250.00 | 50.00% | ✓ | ✓ | ✓ |
| 16 | EGHS - 1/4 turnaround director - retirement | 6300 | 210 | Retirement to support school improvement reform | 0.000 | $1,750.00 | 50.00% | ✓ | ✓ | ✓ ✓ |
| 17 | WGHS - 1/4 turnaround director - retirement | 6300 | 210 | Retirement to support school improvement reform | 0.000 | $1,750.00 | 50.00% | ✓ | ✓ | ✓ |
| 18 | WGHS - 1/4 turnaround | 6300 | 220 | Social Security to | 0.000 | $1,250.00 | 50.00% | ✓ | ✓ | ✓ |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | improvement reform | | | | | | |
| 9 | EGHS - 1 law enforcement director - life insurance | 5100 | 232 | Life Insurance to support school improvement reform | 0.000 | $130.00 | 100.00% | ✓ | ✓ | ✓ |
| 10 | WGHS 1 law enforcement instructor - life insurance | 5100 | 232 | Life Insurance to support school improvement reform | 0.000 | $131.00 | 100.00% | ✓ | ✓ | ✓ |
| 11 | WGHS - 1 law enforcment instructor - workers compensation | 5100 | 240 | Workers Compensation to support school improvement reform | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ |
| 12 | EGHS 1 law enforcement director - workers compensation | 5100 | 240 | Workers Compensation to support school improvement reform | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ |
| 13 | WGHS - supplies and materials for classroom - includes items such as workbooks, paper, toner, ink cartridges, markers, sticky notes, chart paper, etc. | 5100 | 510 | Supplies to support school improvement reform | 0.000 | $2,795.16 | 100.00% | ✓ | ✓ | ✓ |
| 14 | EGHS - 1/4 Turnaround Director | 6300 | 110 | Administrators to support school improvement reform | 0.500 | $16,250.00 | 50.00% | ✓ | ✓ | ✓ |
| 15 | WGHS - 1/4 Turnaround Director | 6300 | 110 | Administrators to support school improvement reform | 0.500 | $16,250.00 | 50.00% | ✓ | ✓ | ✓ |
| 16 | EGHS - 1/4 turnaround director - retirement | 6300 | 210 | Retirement to support school improvement reform | 0.000 | $1,750.00 | 50.00% | ✓ | ✓ | ✓ ✓ |
| 17 | WGHS - 1/4 turnaround director - retirement | 6300 | 210 | Retirement to support school improvement reform | 0.000 | $1,750.00 | 50.00% | ✓ | ✓ | ✓ |
| 18 | WGHS - 1/4 turnaround | 6300 | 220 | Social Security to | 0.000 | $1,250.00 | 50.00% | ✓ | ✓ | ✓ |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Coach social security | | | support school improvement reform | | | | | | |
| 29 | WGHS - Science Coach - group health | 6400 | 230 | Group Insurance to support school improvement reform | 0.000 | $6,209.00 | 100.00% | ✓ | ✓ | ✓ |
| 30 | WGHS - Science Coach - life Insurance | 6400 | 232 | Life Insurance to support school improvement reform | 0.000 | $147.00 | 100.00% | ✓ | ✓ | ✓ |
| 31 | WGHS Science Coach - workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ |
| 32 | Indirect Costs Plan A @3.05% | 7200 | 791 | to support school improvement reform | 0.000 | $6,918.84 | 100.00% | ✓ | ✓ | ✓ |
| Totals: | | | | | 4.000 | $233,766.00 | | | | |

DOE 101

Gerard Robinson, Commissioner

**Florida Department of Education**
**Project Award Notification** Project 4222422

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-2242A-2RT01 |
| **3 PROJECT/PROGRAM TITLE**<br>Title II, Part A Teacher & Principal Training & Recruiting Fund<br>**TAPS 12A052** | **4 AUTHORITY**<br>**84.367A Title II, Part A Teacher Quality State Grants** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 07/01/2011 - 06/30/2012<br>Program Period: 07/01/2011 - 06/30/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 532,667.00<br>Amendment Amount:<br>Estimated Roll Forward: $ 60,000.00<br>Certified Roll Amount:<br>Total Project Amount: $ 592,667.00 | **8 REIMBURSEMENT OPTION**<br>Reimbursement of Expenditures |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2012
- Last date for receipt of proposed budget and program amendments: 06/30/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Peggy Primicerio<br>Phone: (850) 245 - 0734<br>Email: Peggy.Primicerio@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 44 90 40<br>EO: 67<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.

Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education, with the final expenditure report. The check must clearly identify the project number for which funds are being returned.

In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation.

Approximately fifty percent (50%) of the funds appropriated for Title II grants became available on July 1, 2010. The LEA is authorized to obligate funds in the amount of $266,333 until October 1, 2010, when the remaining funds will become available.

If the district includes estimated roll-forward funds, the district will be authorized to expend estimated roll-forward funds when the Department of Education Comptroller's Office certifies these funds.

The Estimated Roll Forward of $60,000.00 will be amended into the project when the roll is certified by the Comptroller's Office.

**13 APPROVED:**

Eileen L. McDaniel
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/2/11
Date of Signing

**DOE-200**
**Revised 02/05**

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET DESCRIPTION FORM -
# Title II, Part A, Teacher and Principal Training and Recruiting Fund 2011-2012

A) NAME OF ELIGIBLE RECIPIENT: **Gadsden County District School Board**
B) Project Number (DOE USE ONLY): **200-2242A-2CT01**

E) TAPS Number 12A052

| count | Activity | Function | Object | Account Title and Description | FTE | Amount |
|---|---|---|---|---|---|---|
| 1 | Salary for Director of Staff Development (50%) | 6300 | 110 | Administrators Administrator | 0.500 | $35,000.00 |
| 2 | Staff development administrative assistant | 6300 | 160 | Other Support Personnel Salaries | 1.000 | $38,300.00 |
| 3 | Retirement for staff assistant | 6300 | 210 | Retirement R0etirement | 0.000 | $4,370.00 |
| 4 | Retirement for director | 6300 | 210 | Retirement Retirement | 0.000 | $3,994.00 |
| 5 | Social Security for director | 6300 | 220 | Social Security Social Security | 0.000 | $2,678.00 |
| 6 | Social Security for staff assistant | 6300 | 220 | Social Security Social Security | 0.000 | $2,930.00 |
| 7 | group health insurance for staff assistant | 6300 | 230 | Group Insurance group health | 0.000 | $4,668.00 |
| 8 | Group Insurance for director | 6300 | 230 | Group Insurance Group Insurance | 0.000 | $2,334.00 |
| 9 | Life Insurance for director | 6300 | 232 | Life Insurance Life Insurance | 0.000 | $75.00 |
| 10 | life insurance for staff assistant | 6300 | 232 | Life Insurance life insurance | 0.000 | $150.00 |
| 11 | workers compensation for staff assistant | 6300 | 240 | Workers Compensation workers compensation | 0.000 | $700.00 |
| 12 | Workers Compensation for director | 6300 | 240 | Workers Compensation Workers Compensation | 0.000 | $100.00 |
| 13 | Other compensation for trainings held during pre-planning and after-school hours | 6400 | 121 | Classroom Teachers | 0.000 | $11,000.00 |
| 14 | To support 8 instructional coaches | 6400 | 130 | Other Certified Instructional Personnel Classroom teachers | 8.000 | $325,054.00 |
| 15 | Other compensation for district sponsored training for coaches | 6400 | 131 | Classroom Teachers | 0.000 | $2,964.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 16 | Retirement | 6400 | 210 | Retirement Retirement | 0.000 | $32,771.00 |
| 17 | Social Security | 6400 | 220 | Social Security Social Security | 0.000 | $24,867.00 |
| 18 | Group Insurance | 6400 | 230 | Group Insurance Group Insurance | 0.000 | $47,875.00 |
| 19 | Life Insurance | 6400 | 232 | Life Insurance Life Insurance | 0.000 | $1,337.00 |
| 20 | Workers Compensation | 6400 | 240 | Workers Compensation Workers Compensation | 0.000 | $4,000.00 |
| 21 | Consultants to provide trainings | 6400 | 310 | Professional and Technical Services Professional and Technical Services | 0.000 | $25,000.00 |
| 22 | Travel for annual meetings and workshops | 6400 | 330 | Travel Travel | 0.000 | $8,000.00 |
| 23 | Rentals for online software for professional development | 6400 | 360 | Rentals Rentals | 0.000 | $8,000.00 |
| 24 | Materials and supplies for professional development | 6400 | 510 | Supplies Supplies | 0.000 | $5,000.00 |
| 25 | dues and fees for conference registrations for staff and administrators | 6400 | 730 | Dues and Fees Dues and Fees | 0.000 | $1,000.00 |
| 26 | Tuition and testing reimbursement for coursework to be highly qualified; fees to house ePDC database with PAEC | 6400 | 730 | Dues and Fees Dues and Fees | 0.000 | $500.00 |
| Totals: | | | | | 9.500 | $592,667.00 |

DOE 101

Gerard Robinson, Commissioner

**Florida Department of Education**
**Project Award Notification** Proj. 4224425

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-2442A-2CCC2 |
| **3 PROJECT/PROGRAM TITLE**<br>21st Century Community Learning Centers<br>**TAPS 12B028** | **4 AUTHORITY**<br>**84.287C 21st CCLC NCLB, ATD, Title IV, Part B** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 08/01/2011 - 07/31/2012<br>Program Period: 08/01/2011 - 07/31/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 179,379.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 179,379.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 07/31/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 09/20/2012
- Last date for receipt of proposed budget and program amendments: 07/31/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program:** Lingo, Lani<br>Phone: (850) 245 - 0852<br>Email: Lani.Lingo@fldoe.org<br>**Grants Management**: Unit B (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 40 90 60<br>EO: 42<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.
- **Other: See page 2**

**13 APPROVED:**

Authorized Official on behalf of Gerard Robinson
Commissioner of Education

Date of Signing

**DOE-200**
**Revised 02/05**

A) **Gadsden County School District (Cohort 8 - GREAT Centers 2)**
Name of Eligible Recipient / Fiscal Agent

B) **200-2442A-2CCC2**
Project Number

Havana Elem S.
George W.
Munroe ES

C) TAPS Number **12B028**

#4224425

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|---|---|---|---|---|---|---|---|---|
| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE | FTE POSITION | AMOUNT | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
| 6300 | 110 | **Salaries: Program Director**<br>Provide management and leadership for the 21st CCLC project, supervise 21st CCLC site coordinators, insure 21st CCLC program activities and services are implemented to achieve the goals and objectives, assist in 21st CCLC data collection, and provide feedback to local partners and stakeholders regarding 21st CCLC program. This individual works 100% for this Gadsden County 21st CCLC program.<br><br>*12 month employee @ $52,500/year x 45% 21st CCLC = $23,625 ($908.65 @ 26 pay periods)* | 0.45 | 23,625 | 45%<br>11,812.50 -0091<br>11,812.50 -0041 | X | X | X |
| 5900 | 126 | **Salaries: Certified Teachers (Afterschool)**<br>Provide academic enrichment and direct instruction in reading, math, technology, recreation, and science to actively participating 21st CCLC students during 21st CCLC afterschool operational hours.<br><br>*1 (Lead- Havana) x $22/hr x 3hr/day x 128 days= $8,448*<br>*3 (Havana)x $20/hr x 3hr/day x 128 days= $23,040*<br>*1 (Lead- Munroe) x $22/hr x 2.4hr/day x 157 days= $8,290*<br>*2 (Munroe)x $20/hr x 2.4hr/day x 157 days= $15,072* | 1.78 | 54,850 | 100%<br>27,427.00 - 0091<br>27,427.00 - 0041 | X | X | X |

DOE101
Rev. 08/10

Florida Department of Education

200-202

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5900 | 128 | **Salaries: Certified Teachers (Weekends/ Summer)**<br>Provide academic enrichment and direct instruction in reading, math, technology, recreation, and science to actively participating 21st CCLC students during 21st CCLC summer and weekend operational hours.<br>*Havana & Munroe (W/H):*<br>*2 (Lead)x $22/hr x 4hr/day x 6 days= $1,056*<br>*4 teachers x $20/hr x 4hr/day x 6 days= $1,920*<br>*Havana & Munroe (Sum):*<br>*2 (Lead)x $22/hr x 6hr/day x 16 days= $4,224*<br>*4 teachers x $20/hr x 6hr/day x 16 days= $7,680* | 0.45 | 14,880<br>7,440<br>7,440 | 100%<br>0091<br>0041 | X | X | X |
| 5900 | 150 | **Salaries: Enrichment Specialists**<br>Assist 21st CCLC teachers to provide tutoring, mentoring, and one-on-one instruction for actively participating 21st CCLC students during 21st CCLC afterschool and summer operational hours.<br>*Afterschool:*<br>*2 (Havana) x $12/hr x 3hr/day x 128 days= $9,216*<br>*2 (Munroe) x $12/hr x 2.4 hr/day x 157 days= $9,043*<br>*Havana & Munroe (W/H):*<br>*4 Enrich. x $20/hr x 4hr/day x 6 days= $1,152*<br>*Havana & Munroe (Sum):*<br>*4 Enrich. x $12/hr x 6hr/day x 16 days= $4,608* | 0.96 | 24,019<br>12,009.50<br>12,009.50 | 100%<br>0091<br>0041 | X | X | X |
| 7900 | 161 | **Salaries: Custodial Services**<br>Provide cleaning services exclusively in support of the facilities used by 21st CCLC program during 21st CCLC activities. Cleaning services for the 21st CCLC site will enhance the health and safety of the site during services for actively participating 21st CCLC students. Custodians are paid time and a half during the regular school year and at their hourly rate during the summer.<br>*1 (Havana) x $18/hr x 1hr/day x 128 days= $2,304*<br>*1 (Munroe) x $18/hr x 1hr/day x 157 days= $2,826*<br>*2 custodians x $12/hr x 3hr/day x 16 days= $1,152 (Sum)* | 0.43 | 6,282<br>3141.00<br>3141.00 | 100%<br>0091<br>0041 | X | X | X |

200-22

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7800 | 160 | **Salaries: Bus Drivers**<br>Provide transportation services for actively participating 21st CCLC students from sites to the students' homes after the 21st CCLC afterschool program has ended and to and from their homes during the summer.<br>*1 Drivers x $15/hr x 2hr/day x 128 days= $3,840 (AS)*<br>*1 Drivers x $15/hr x 4hr/day x 16 days= $960 (Sum)* | 0.13 | 4,800<br>2,400<br>2,400 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for the Project Director and Site Coordinator.<br>*$23,625 x 9.85%* | | 2,327<br>1163.50<br>1163.50 | 100%<br>0091<br>0041 | X | X | X |
| 5900 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for Certified Teachers and Enrichment Specialists.<br>*$93,749 x 9.85%* | | 9,234<br>4617.00<br>4617.00 | 100%<br>0091<br>0041 | X | X | X |
| 7900 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for the Custodians.<br>*$6,282 x 9.85%* | | 619<br>309.50<br>309.50 | 100%<br>0091<br>0041 | X | X | X |
| 7800 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for Bus Drivers.<br>*$4,800 x 9.85%* | | 473<br>236.50<br>236.50 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for the Project Director and Site Coordinators.<br>*$23,625 x 7.65%* | | 1,807<br>903.50<br>903.50 | 100%<br>0091<br>0041 | X | X | X |
| 5900 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Certified Teachers and Enrichment Specialists.<br>*$93,749 x 7.65%* | | 7,172<br>3586.00<br>3586.00 | 100%<br>0091<br>0041 | X | X | X |

200-2C2

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7900 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Custodians.<br>*$6,282 x 7.65%* | | 481<br>240.50<br>240.50 | 100%<br>0091<br>0041 | X | X | X |
| 7800 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Bus Drivers.<br>*$4,800 x 7.65%* | | 367<br>183.50<br>183.50 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 230 | **Benefits: Health Insurance**<br>Calculated at a flat rate of $303.33/month for 21st CCLC portion of salaries for the Project Director<br>*$303.33/month x 12 months x 45%* | | 1,638<br>819.00<br>819.00 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 232 | **Benefits: Life Insurance**<br>Calculated at 0.285% for the 21st CCLC portion of salaries for the Project Director<br>*$23,625 x .00285* | | 67<br>33.50<br>33.50 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 240 | **Benefits: Worker's Compensation**<br>Calculated at 1.333% for the 21st CCLC portion of salaries for the Project Director<br>*$23,625 x 1.333%* | | 315<br>157.50<br>157.50 | 100%<br>0091<br>0041 | X | X | X |
| 6300 | 310 | **Contracted Services: External Evaluator**<br>Conducts the formative and summative evaluations, collects 21st CCLC student and program data, develop reports on student outcomes, provide guidance on 21st CCLC student needs, and feedback/suggestion to improve the delivery of 21st CCLC activities and services to actively participating 21st CCLC students and their families. ***(Evaluation)*** | | 2,000<br>1000.00<br>1000.00 | 100%<br>0091<br>0041 | X | X | X |
| 5900 | 310 | **Contracted Services: Independent Security Contractor**<br>To provide safety and security of actively participating 21st CCLC students by monitoring hallways and outside areas during 21st CCLC program hours.<br>*1 security @ $13/hr x 128 hrs= $1,664*<br>*1 security @ $13/hr x 157 hrs= $2,041* | | 3,705<br>1852.50<br>1852.50 | 100%<br>0091<br>0041 | X | X | X |

200-2<2

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5900 | 510 | **Materials and Supplies**<br>To purchase items solely for use by actively participating students during 21st CCLC program hours such as pens, writing and construction paper, pencils, learning manipulatives and workbooks; arts items- paints, brushes, gardening seeds and hand tools; recreational items- balls, mats, cones; and educational games. | | 3,523<br>1761.50<br>1761.50 | 100%<br>0091<br>0041 | X | X | X |
| 7800 | 390 | **Other Purchased Services: Student Transportation (AS and Summer)**<br>Cost for providing transportation to actively participating 21st CCLC students' home after the conclusion of the 21st CCLC after school program. Bus transportation during the summer program will be provided from the students' home to the program and back home at the end exclusively for actively participating 21st CCLC students.<br>*(AS) est. 1 buses x 50 miles/day x $1.50/mile x 128 days=$9,600 (AS)*<br>*(Summer) –est. 1 buses x 50 miles/day x $1.50/mile x 16 days=$1,200* | | 10,800<br>5,400<br>5400 | 100%<br>0091<br>0041 | X | X | X |
| 6400 | 330 | **Travel: Out of County**<br>Costs for two (2) active 21st CCLC staff, and a portion of the 21st CCLC Project Director's costs, to attend the 21st CCLC State Conference. Costs include registration, lodging, meals, rental car, fuel, and tolls. Information and strategies learned from the conference will be provided to staff who did not attend.<br>*Registration- $300/staff x 2.5 staff = $750*<br>*Lodging--$130/night x 4 nights x 2.5 staff = $1300*<br>*Per Diem--$36 x 4 days x 2.5 staff = $360*<br>*Car rental—5 days x $75 = $375*<br>*Fuel and tolls - $93* | | 2,878<br>1439.00<br>1439.00 | 100%<br>0091<br>0041 | X | X | X |
| ~~7800~~<br>7200 | 791 | **Indirect Costs**<br>Calculated at 2% which is lower than the negotiated rate of 3.05% of total direct costs (Adjusted Base= $179,379) following Indirect Cost Plan A. ***(Administrative)*** | | 3,517<br>9001 | 100% | X | X | X |
| | | | **D) TOTAL** | $179,379 | | | | |

***ADMINISTRATIVE: $3,517 (1.96%)***
***EVALUATION: $2,000.00 (1.11%)***

10/11/11

**Florida Department of Education**
**Project Award Notification** Project 4224428

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-2442A-2CCC3 |
| **3 PROJECT/PROGRAM TITLE**<br>21st Century Community Learning Centers<br>**TAPS 12B028** | **4 AUTHORITY**<br>**84.287C 21st CCLC NCLB, ATD, Title IV, Part B** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 08/01/2011 - 07/31/2012<br>Program Period: 08/01/2011 - 07/31/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 215,984.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 215,984.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 07/31/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 09/20/2012
- Last date for receipt of proposed budget and program amendments: 07/31/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

**10 DOE CONTACTS**

**Program**: Lingo, Lani
Phone: (850) 245 - 0852
Email: Lani.Lingo@fldoe.org
**Grants Management**: Unit B (850) 245-0496

**Comptroller's Office**
(850) 245-0401

**11 DOE FISCAL DATA**

DBS: 40 90 60
EO: 42
Object: 720035

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.
- **Other: See page 2.**

**13 APPROVED:**

Authorized Official on behalf of Gerard Robinson
Commissioner of Education

10/12/11
Date of Signing

**DOE-200**
**Revised 02/05**

Bretna ES
St. John ES

A) **Gadsden County School District (Cohort 6 - GREAT Centers 3)**
Name of Eligible Recipient / Fiscal Agent

B) **200-2442A-2CCC3**
Project Number

C) TAPS Number **12B028**

#4324428

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|---|---|---|---|---|---|---|---|---|
| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE | FTE POSITION | AMOUNT | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
| 6300 | 110 | **Salaries: Program Director**<br>Provide management and leadership for the 21st CCLC project, supervise 21st CCLC site coordinators, insure 21st CCLC program activities and services are implemented to achieve the goals and objectives, assist in 21st CCLC data collection, and provide feedback to local partners and stakeholders regarding 21st CCLC program. This individual works 100% for this Gadsden County 21st CCLC program.<br><br>*12 month employee @ $52,500/year x 55% 21st CCLC = $28,875 ($1,110.58 @ 26 pay periods)* | 0.55 | 28,875<br>14,437.50<br>14,437.50 | 55%<br>171<br>191 | X | X | X |
| 5900 | 126 | **Salaries: Certified Teachers (Afterschool)**<br>Provide academic enrichment and direct instruction in reading, math, technology, recreation, and science to actively participating 21st CCLC students during 21st CCLC afterschool operational hours.<br><br>*2 teacher (Lead) x $22/hr x 3hr/day x 128 days= $16,896*<br>*4 teachers x $20/hr x 3hr/day x 128 days= $30,720* | 1.67 | 47,616<br>23,808.00<br>23,808.00 | 100%<br>171<br>191 | X | X | X |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5900 | 128 | **Salaries: Certified Teachers (Summer/Weekends)**<br>Provide academic enrichment and direct instruction in reading, math, technology, recreation, and science to actively participating 21st CCLC students during 21st CCLC summer and weekend operational hours.<br>*2 (Lead) x $22/hr x 4 hr/day x 4 days= $704 (W/H)*<br>*4 teachers x $20/hr x 4hr/day x 4 days= $1,280 (W/H)*<br>*2 (Lead) x $22/hr x 6 hr/day x 16 days= $4,224 (Sum)*<br>*4 teachers x $20/hr x 6hr/day x 16 days= $7,680 (Sum)* | 0.43 | 13,888<br>6944.00<br>6944.00 | 100%<br>171<br>191 | X | X | X |
| 5900 | 150 | **Salaries: Enrichment Specialists**<br>Assist 21st CCLC teachers to provide tutoring, mentoring, and one-on-one instruction for actively participating 21st CCLC students during 21st CCLC afterschool and summer operational hours.<br>*5 Enrich. x $12/hr x 3hr/day x 128 days= $23,040*<br>*5 Enrich. x $12/hr x 4hr/day x 4 days= $960*<br>*5 Enrich. x $12/hr x 6hr/day x 16 days= $5,760* | 1.03 | 29,760<br>14,880.00<br>14,880.00 | 100%<br>171<br>191 | X | X | X |
| 7900 | 161 | **Salaries: Custodial Services**<br>Provide cleaning services exclusively in support of the facilities used by 21st CCLC program during 21st CCLC activities. Cleaning services for the 21st CCLC site will enhance the health and safety of the site during services for actively participating 21st CCLC students. Custodians are paid time and a half during the regular school year and at their hourly rate during the summer.<br>*2 custodians x $18/hr x 1hr/day x 128 days= $4,608 (AS)*<br>*2 custodians x $12/hr x 3hr/day x 16 days= $1,152 (Sum)* | 0.43 | 5,760<br>2880.00<br>2880.00 | 100%<br>171<br>191 | X | X | X |
| 7800 | 160 | **Salaries: Bus Drivers**<br>Provide transportation services for actively participating 21st CCLC students from sites to the students' homes after the 21st CCLC afterschool program has ended and to and from their homes during the summer.<br>*3 Drivers x $15/hr x 2hr/day x 128 days= $11,520 (AS)*<br>*3 Drivers x $15/hr x 4hr/day x 16 days= $2,880 (Sum)* | 0.52 | 14,400<br>7,200<br>7,200 | 100%<br>171<br>191 | X | X | X |

200-2C3

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 6300 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for the Project Director and Site Coordinator.<br>*$28,875 x 9.85%* | | 2,844<br>1,422<br>1422 | 100%<br>171<br>191 | X | X | X |
| 5900 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for Certified Teachers and Enrichment Specialists.<br>*$91,264 x 9.85%* | | 8,990<br>4495<br>4495 | 100%<br>171<br>191 | X | X | X |
| 7900 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for the Custodians.<br>*$5,760 x 9.85%* | | 567<br>283.50<br>283.50 | 100%<br>171<br>191 | X | X | X |
| 7800 | 210 | **Benefits: Retirement**<br>Calculated at 9.85% for the 21st CCLC portion of salaries for Bus Drivers.<br>*$14,400 x 9.85%* | | 1,418<br>709<br>709 | 100%<br>171<br>191 | X | X | X |
| 6300 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for the Project Director and Site Coordinators.<br>*$28,875 x 7.65%* | | 2,209<br>1104.50<br>1104.50 | 100%<br>171<br>191 | X | X | X |
| 5900 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Certified Teachers and Enrichment Specialists.<br>*$91,264 x 7.65%* | | 6,982<br>3491.00<br>3491.00 | 100%<br>171<br>191 | X | X | X |
| 7900 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Custodians.<br>*$5,760 x 7.65%* | | 441<br>220.50<br>220.50 | 100%<br>171<br>191 | X | X | X |

200-23

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7800 | 220 | **Benefits: FICA**<br>Calculated at 7.65% for the 21st CCLC portion of salaries for Bus Drivers.<br><br>*$14,400 x 7.65%* | | 1,102<br>551.00<br>551.00 | 100%<br>171<br>191 | X | X | X |
| 6300 | 230 | **Benefits: Health Insurance**<br>Calculated at a flat rate of $303.33/month for 21st CCLC portion of salaries for the Project Director<br><br>*$303.33/month x 12 months x 55%* | | 2,002<br>1001<br>1001 | 100%<br>171<br>191 | X | X | X |
| 6300 | 232 | **Benefits: Life Insurance**<br>Calculated at 0.285% for the 21st CCLC portion of salaries for the Project Director<br><br>*$28,875 x .00285* | | 82<br>41<br>41 | 100%<br>171<br>191 | X | X | X |
| 6300 | 240 | **Benefits: Worker's Compensation**<br>Calculated at 1.333% for the 21st CCLC portion of salaries for the Project Director<br><br>*$28,875 x 1.333%* | | 385<br>192.50<br>192.50 | 100%<br>171<br>191 | X | X | X |
| 6300 | 310 | **Contracted Services: External Evaluator**<br>Conducts the formative and summative evaluations, collects 21st CCLC student and program data, develop reports on student outcomes, provide guidance on 21st CCLC student needs, and feedback/suggestion to improve the delivery of 21st CCLC activities and services to actively participating 21st CCLC students and their families. ***(Evaluation)*** | | 2,000<br>1000<br>1000 | 100%<br>171<br>191 | X | X | X |
| 5900 | 310 | **Contracted Services: Independent Security Contractor**<br>To provide safety and security of actively participating 21st CCLC students by monitoring hallways and outside areas during 21st CCLC program hours.<br>*1 contractors (security) @ $13/hr x 152 hrs* | | 1,976<br>988<br>988 | 100%<br>171<br>191 | X | X | X |

200-203

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5900 | 510 | **Materials and Supplies: Instructional**<br>To purchase items solely for use by actively participating students during 21st CCLC program hours such as pens, writing and construction paper, pencils, learning manipulatives and workbooks; arts items- paints, brushes; gardening seeds and hand tools; recreational items- ball, mats, cones; and educational games.<br>*Est. at $2,583.50/site x 2 sites* | | 5,167<br>2583.50<br>2583.50 | 100%<br>171<br>191 | X | X | X |
| 7800 | 390 | **Other Purchased Services: Student Transportation (AS and Summer)**<br>Cost for providing transportation to actively participating 21st CCLC students' home after the conclusion of the 21st CCLC after school program. Bus transportation during the summer program will be provided from the students' home to the program and back home at the end exclusively for actively participating 21st CCLC students.<br>*(AS) est. 3 buses x 50 miles/day x $1.50/mile x 128 days=$28,800 (AS)*<br>*(Summer) –est. 3 buses x 50 miles/day x $1.50/mile x 16 days=$3,600* | | 32,400<br>16,200<br>16,200 | 100%<br>171<br>191 | X | X | X |
| 6400 | 330 | **Travel: Out of County**<br>Costs for three (3) active 21st CCLC staff, with one being the Project Director, to attend the 21st CCLC State Conference. Costs include registration, lodging, meals, rental car, fuel, and tolls. Information and strategies learned from the conference will be provided to staff who did not attend.<br>*$300 registration fee x 2.5 staff = $750*<br>*Lodging--$130/night x 4 nights x 2.5 staff = $1300*<br>*Per Diem--$36 x 4 days x 2.5 staff = $360*<br>*Car rental—5 days x $75 = $375*<br>*Fuel and tolls - $100* | | 2,885<br>1442.50<br>1442.50 | 100%<br>171<br>191 | X | X | X |
| ~~7800~~<br>7200 | 791 | **Indirect Costs**<br>Calculated at 2% which is lower than the negotiated rate of 3.05% of total direct costs (Adjusted Base= $215,984) following Indirect Cost Plan A. ***(Administrative)*** | | 4,235<br>9001 | 100% | X | X | X |
| | | | **D) TOTAL** | $215,984 | | | | |

***ADMINISTRATIVE: $4,235.00 (1.96%)***
***EVALUATION: $2,000.00 (0.93%)***

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7b

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEMS:** Budget Amendment Number Six

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

This budget amendment also establishes new budget for the following project:

| | | |
|---|---|---|
| Title I School Improvement | | $ 1,284,820.00 |
| | TOTAL | $ 1,284,820.00 |

**FUND SOURCE:** 432 (Targeted ARRA Stimulus) Funds

**AMOUNT:** $ 1,284,820.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

**Gadsden County School Board**
**432 (Targeted ARRA Stimulus) Fund Appropriations**
**Budget Amendment Number**
**Six**

| 432 FUND<br>FUNCTION/ OBJECT | | | BEGINNING BUDGET 10/18/2011 | | BUDGET AMENDMENT NUMBER SIX | | BUDGET BALANCE 10/18/2011 |
|---|---|---|---|---|---|---|---|
| 5100 | 100 | $ | 62,178.26 | $ | 331,000.00 | $ | 393,178.26 |
| K-12 Instructional | 200 | $ | 18,047.10 | $ | 54,500.00 | $ | 72,547.10 |
| | 300 | $ | 75,773.64 | $ | - | $ | 75,773.64 |
| | 500 | $ | 5,370.45 | $ | 53,025.00 | $ | 58,395.45 |
| | 600 | $ | (747.78) | $ | - | $ | (747.78) |
| | 700 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **160,621.67** | $ | 438,525.00 | **$** | **599,146.67** |
| 5200 | 100 | $ | 12,784.60 | $ | - | $ | 12,784.60 |
| Exceptional | 200 | $ | 4,255.16 | $ | - | $ | 4,255.16 |
| Instruction | 300 | $ | 16,496.02 | $ | - | $ | 16,496.02 |
| | 500 | $ | 9,897.52 | $ | - | $ | 9,897.52 |
| | 600 | $ | 35,794.35 | $ | - | $ | 35,794.35 |
| | 700 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **79,227.65** | $ | - | **$** | **79,227.65** |
| 5300 | 100 | $ | - | $ | - | $ | - |
| Vocational | 200 | $ | - | $ | - | $ | - |
| Technical | | | | | | | |
| **FUNCTOTAL** | | **$** | **-** | $ | - | **$** | **-** |
| 6100 | 100 | $ | 5,416.68 | $ | 84,000.00 | $ | 89,416.68 |
| Pupil | 200 | $ | 738.04 | $ | 27,021.00 | $ | 27,759.04 |
| Personnel | 300 | $ | 7,175.60 | $ | - | $ | 7,175.60 |
| Services | 500 | $ | 3,159.22 | $ | - | $ | 3,159.22 |
| | 600 | $ | 2,742.81 | $ | - | $ | 2,742.81 |
| | 700 | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **19,232.35** | $ | 111,021.00 | **$** | **130,253.35** |
| 6200 | 100 | $ | - | $ | - | $ | - |
| Instructional | 200 | $ | - | $ | - | $ | - |
| Media | 300 | $ | - | $ | - | $ | - |
| Service | 500 | $ | - | $ | - | $ | - |
| | 600 | $ | - | $ | - | $ | - |
| | 700 | $ | - | $ | - | $ | - |
| **6200 FUNCTOTAL** | | **$** | **-** | $ | - | **$** | **-** |

**Gadsden County School Board**
**432 (Targeted ARRA Stimulus) Fund Appropriations**
**Budget Amendment Number**
**Six**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **6300** | **100** | $ | 37,692.79 | $ | - | $ | 37,692.79 |
| **Instructioanl** | **200** | $ | 6,339.84 | $ | - | $ | 6,339.84 |
| **Curriculum Dev.** | **300** | $ | 3,645.84 | $ | - | $ | 3,645.84 |
| | **500** | $ | 5,156.52 | $ | - | $ | 5,156.52 |
| | **600** | $ | 10,054.54 | $ | - | $ | 10,054.54 |
| | **700** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **62,889.53** | $ | - | **$** | **62,889.53** |
| **6400** | **100** | $ | 23,424.09 | $ | 232,795.00 | $ | 256,219.09 |
| **Instructional** | **200** | $ | (1,478.86) | $ | 78,290.00 | $ | 76,811.14 |
| **Staff Training** | **300** | $ | 34,940.13 | $ | 152,294.67 | $ | 187,234.80 |
| | **500** | $ | 2,736.15 | $ | - | $ | 2,736.15 |
| | **600** | $ | - | $ | - | $ | - |
| | **700** | $ | - | $ | 4,000.00 | $ | 4,000.00 |
| **FUNCTOTAL** | | **$** | **59,621.51** | $ | 467,379.67 | **$** | **527,001.18** |
| **6500** | **100** | $ | - | $ | 110,000.00 | $ | 110,000.00 |
| **Instructional** | **200** | $ | - | $ | 31,495.00 | $ | 31,495.00 |
| **Related** | | | | | | | |
| **Technology** | | | | | | | |
| **FUNCTOTAL** | | **$** | **-** | $ | 141,495.00 | **$** | **141,495.00** |
| **7200** | **700** | $ | 3,136.04 | $ | 36,399.33 | $ | 39,535.37 |
| **General Admin.** | | | | | | | |
| **FUNCTOTAL** | | **$** | **3,136.04** | $ | 36,399.33 | **$** | **39,535.37** |
| **7300** | **100** | $ | - | $ | 10,000.00 | $ | 10,000.00 |
| **School Admin** | | | | | | | |
| **FUNCTOTAL** | | **$** | **-** | $ | 10,000.00 | **$** | **10,000.00** |
| **7700** | **600** | **$** | **(12,099.41)** | $ | - | **$** | **(12,099.41)** |
| **Central Services** | | | | | | | |
| **FUNCTOTAL** | | **$** | **(12,099.41)** | $ | - | **$** | **(12,099.41)** |
| **7800** | **100** | $ | 3,000.00 | $ | - | $ | 3,000.00 |
| **Transportation** | **200** | $ | 2,550.74 | $ | - | $ | 2,550.74 |
| | **300** | $ | - | $ | 80,000.00 | $ | 80,000.00 |
| | **400** | $ | - | $ | - | $ | - |
| | **500** | $ | - | $ | - | $ | - |
| | **600** | $ | - | $ | - | $ | - |
| | **700** | $ | - | $ | - | $ | - |

**Gadsden County School Board**
**432 (Targeted ARRA Stimulus) Fund Appropriations**
**Budget Amendment Number**
**Six**

| | | | |
|---|---|---|---|
| **FUNCTOTAL** | **$ 5,550.74** | $ 80,000.00 | **$ 85,550.74** |
| **GRANDTOTAL** | **$ 378,180.08** | **$ 1,284,820.00** | **$ 1,663,000.08** |

**Gadsden County School Board**
**432 (Targeted ARRA Stimulus) Fund Estimated Revenue**
**Budget Amendment Number**
**Six**

| 432 REVENUE OBJECT | ESTIMATED REVENUE 10/18/11 | BUDGET AMENDMENT NUMBER SIX | ENDING ESTIMATED 10/18/2011 |
|---|---|---|---|
| 230 | $ 162,097.52 | $ - | $ 162,097.52 |
| 240 | $ 216,082.56 | $ 1,284,820.00 | $ 1,500,902.56 |
| 290 | $ - | $ - | $ - |
| 299 | $ - | $ - | $ - |
| **GRAND TOTAL** | **$ 378,180.08** | **$ 1,284,820.00** | **$ 1,663,000.08** |

**Florida Department of Education**
**Project Award Notification** Project 4312625

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-1260S-2C001 |
| **3 PROJECT/PROGRAM TITLE**<br>Title I School Improvement Fund<br>**TAPS 12AR05** | **4 AUTHORITY**<br>**84.388 Title I A American Recovery and Reinvestment Act** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 07/14/2011 - 09/30/2012<br>Program Period: 07/14/2011 - 09/30/2012 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 1,284,820.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 1,284,820.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 09/30/2012
- Date that all obligations are to be liquidated and final disbursement reports submitted: 11/20/2012
- Last date for receipt of proposed budget and program amendments: 09/30/2012
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program:** Tammy McGriff<br>Phone: (850) 245 - 0689<br>Email: Tammy.McGriff@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 40 90 20<br>EO: S6<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.
- 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**13 APPROVED:**

A H Edwards
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/15/11
Date of Signing

**DOE-200**
**Revised 02/05**

**FLORIDA DEPARTMENT OF EDUCATION**
**BUDGET DESCRIPTION FORM -**
**School Improvement Grants, Section 1003(g) (ARRA) 2011-2012**

A) NAME OF ELIGIBLE RECIPIENT: **Gadsden County District School Board**
B) Project Number (DOE USE ONLY): **200-1260S-2C001**

E) TAPS Number 12AR05

| count | ARRA Assurance Code | ARRA Principle Code | ARRA Strategy Code | District (D) or School (S) - Based Expend-iture | Activity | Function | Object | Account Title and Description | Position Code | FTE | Amount | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | C3 | B4 | 16 | S | EGHS - extended day pay | 5100 | 121 | to support school improvement reform | | 0.000 | $180,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 2 | C3 | B4 | 16 | S | WGHS - extended day pay | 5100 | 121 | to support school improvement reform | | 0.000 | $90,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 3 | A | B3 | 20 | S | EGHS - performance pay | 5100 | 122 | to support school improvement reform | | 0.000 | $20,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 4 | A | B3 | 20 | S | WGHS - performance pay | 5100 | 122 | to support school improvement reform | | 0.000 | $10,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 5 | C3 | B4 | 16 | S | EGHS - substitutes | 5100 | 140 | Substitute Teachers to support school improvement reform | | 0.000 | $10,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 6 | C3 | B4 | 16 | S | WGHS - substitutes | 5100 | 140 | Substitute Teachers to support school improvement reform | | 0.000 | $8,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 7 | C3 | B4 | 16 | S | EGHS - substitutes extended day | 5100 | 141 | to support school improvement reform | | 0.000 | $6,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 8 | C3 | B4 | 16 | S | WGHS - substitutes extended day | 5100 | 141 | to support school improvement reform | | 0.000 | $4,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 9 | C3 | B3 | 20 | S | EGHS para performance pay | 5100 | 152 | to support school improvement reform | | 0.000 | $2,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 10 | C3 | B3 | 20 | S | WGHS para performance pay | 5100 | 152 | to support school improvement reform | | 0.000 | $1,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 11 | C3 | B4 | 16 | S | EGHS - extended day retirement | 5100 | 210 | Retirement to support school improvement reform | | 0.000 | $18,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 12 | C3 | B4 | 16 | S | WGHS - extended day retirement | 5100 | 210 | Retirement to support school improvement reform | | 0.000 | $9,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 13 | C3 | B4 | 16 | S | WGHS - extended day social security | 5100 | 220 | Social Security to support school improvement reform | | 0.000 | $7,500.00 | 100.00% | ✓ | ✓ | ✓ |
| 14 | C3 | B4 | 16 | S | EGHS - extended day social security | 5100 | 220 | Social Security to support school improvement reform | | 0.000 | $12,000.00 | 100.00% | ✓ | ✓ | ✓ |
| 15 | C3 | B4 | 16 | S | EGHS - extended day workers compensation | 5100 | 240 | Workers Compensation to support school | | 0.000 | $5,000.00 | 100.00% | ✓ | ✓ | ✓ |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | improvement reform | | | | | | | | |
| 16 | C3 | B4 | 16 | S | WGHS - extended day workers compensation | 5100 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $3,000.00 | 100.00% | ✓ | ✓ | ✓ | |
| 17 | D | B4 | 21 | S | EGHS - materials and supplies for academic core classrooms - such as ink cartridges, markers, chart paper, pencisl, markers, post-it notes, student portfolios and folders | 5100 | 510 | Supplies to support school improvement reformsuch as ink cartridges, markers, chart paper, pencisl, markers, post-it notes, student portfolios and folders | | 0.000 | $30,000.00 | 100.00% | ✓ | ✓ | ✓ | |
| 18 | D | B4 | 21 | S | WGHS - materials and supplies for academic core classroomssuch as ink cartridges, markers, chart paper, pencisl, markers, post-it notes, student portfolios and folders | 5100 | 510 | Supplies to support school improvement reform such as ink cartridges, markers, chart paper, pencisl, markers, post-it notes, student portfolios and folders | | 0.000 | $23,025.00 | 100.00% | ✓ | ✓ | ✓ | |
| 19 | A | B3 | 1 | S | EGHS - dropout prevention | 6100 | 160 | Other Support Personnel to support school improvement reform | 61024 | 1.000 | $44,000.00 | 100.00% | ✓ | ✓ | ✓ | |
| 20 | D | B4 | 5 | S | EGHS - behavior specialist | 6100 | 160 | Other Support Personnel to support school improvement reform | 61010 | 1.000 | $40,000.00 | 100.00% | ✓ | ✓ | ✓ | |
| 21 | D | B4 | 5 | S | EGHS - behavior specialist retirement | 6100 | 210 | Retirement to support school improvement reform | | 0.000 | $4,300.00 | 100.00% | ✓ | ✓ | ✓ | |
| 22 | A | B3 | 1 | S | EGHS dropout prevention retirement | 6100 | 210 | Retirement to support school improvement reform | | 0.000 | $4,739.00 | 100.00% | ✓ | ✓ | ✓ | |
| 23 | D | B4 | 1 | S | EGHS dropout prevention social security | 6100 | 220 | Social Security to support school improvement reform | | 0.000 | $3,366.00 | 100.00% | ✓ | ✓ | ✓ | |
| 24 | D | B4 | 5 | S | EGHS behavior specialist social security | 6100 | 220 | Social Security to support school improvement reform | | 0.000 | $4,000.00 | 100.00% | ✓ | ✓ | ✓ | |
| 25 | D | B4 | 5 | S | EGHS behavior specialist group insurance | 6100 | 230 | Group Insurance to support school improvement reform | | 0.000 | $6,350.00 | 100.00% | ✓ | ✓ | ✓ | |
| 26 | D | B4 | 1 | S | EGHS dropout prevention group health | 6100 | 230 | Group Insurance to support school improvement reform | | 0.000 | $2,534.00 | 100.00% | ✓ | ✓ | ✓ | |
| 27 | D | B4 | 1 | S | EGHS dropout prevention life insurance | 6100 | 232 | Life Insurance to support school improvement reform | | 0.000 | $174.00 | 100.00% | ✓ | ✓ | ✓ | |
| 28 | D | B4 | 5 | S | EGHS behavior specialist life insurance | 6100 | 232 | Life Insurance to support school improvement reform | | 0.000 | $158.00 | 100.00% | ✓ | ✓ | ✓ | |
| 29 | D | B4 | 5 | S | EGHS behavior specialist | 6100 | 240 | Workers Compensation | | 0.000 | $700.00 | 100.00% | ✓ | ✓ | ✓ | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | workers compensation | | | to support school improvement reform | | | | | | |
| 30 | D | B4 | 1 | S | EGHS dropout prevention workers compensation | 6100 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | | |
| 31 | A | B3 | 20 | S | EGHS - performance pay | 6400 | 122 | to support school improvement reform | | 0.000 | $6,000.00 | 100.00% | | |
| 32 | A | B3 | 20 | S | WGHS - performance pay | 6400 | 122 | to support school improvement reform | | 0.000 | $4,000.00 | 100.00% | | |
| 33 | B | B3 | 3 | S | EGHS - Reading Coach | 6400 | 130 | Other Certified Instructional Personnel to support school improvement reform | 64023 | 1.000 | $47,475.00 | 100.00% | | |
| 34 | B | B3 | 3 | S | WGHS - Reading Coach | 6400 | 130 | Other Certified Instructional Personnel to support school improvement reform | 64023 | 1.000 | $35,018.00 | 100.00% | | |
| 35 | B | B3 | 3 | S | EGHS - Math Coach | 6400 | 130 | Other Certified Instructional Personnel to support school improvement reform | 64026 | 1.000 | $31,615.00 | 100.00% | | |
| 36 | B | B3 | 3 | S | WGHS - Math Coach | 6400 | 130 | Other Certified Instructional Personnel to support school improvement reform | 64026 | 1.000 | $34,212.00 | 100.00% | | |
| 37 | B | B3 | 3 | S | EGHS - Science Coach | 6400 | 130 | Other Certified Instructional Personnel to support school improvement reform | 64026 | 1.000 | $47,475.00 | 100.00% | | |
| 38 | C3 | B4 | 16 | S | EGHS - extended day pay | 6400 | 131 | to support school improvement reform | | 0.000 | $15,000.00 | 100.00% | | |
| 39 | C3 | B4 | 16 | S | WGHS - extended day pay | 6400 | 131 | to support school improvement reform | | 0.000 | $12,000.00 | 100.00% | | |
| 40 | C3 | B4 | 3 | S | EGHS - extended day retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $1,800.00 | 100.00% | | |
| 41 | C3 | B4 | 3 | S | WGHS - extended day retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $1,500.00 | 100.00% | | |
| 42 | B | B3 | 3 | S | WGHS - Math Coach retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $3,685.00 | 100.00% | | |
| 43 | B | B3 | 3 | S | EGHS - Math Coach retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $3,405.00 | 100.00% | | |
| 44 | B | B3 | 3 | S | WGHS - Reading Coach - retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $3,771.00 | 100.00% | | |
| 45 | B | B3 | 3 | S | EGHS - Reading Coach - retirement | 6400 | 210 | Retirement to support school improvement reform | | 0.000 | $4,543.00 | 100.00% | | |
| 46 | B | B3 | 3 | S | EGHS- Science coach | 6400 | 210 | Retirement to support school | | 0.000 | $5,816.00 | 100.00% | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | retirement | | | improvement reform | | | | | | |
| 47 | B | B3 | 3 | S | EGHS Science Coach social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $3,632.00 | 100.00% | | |
| 48 | B | B3 | 3 | S | EGHS - Reading Coach - social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $3,227.00 | 100.00% | | |
| 49 | B | B3 | 3 | S | WGHS Reading Coach - social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $2,679.00 | 100.00% | | |
| 50 | B | B3 | 3 | S | EGHS - Math Coach social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $2,419.00 | 100.00% | | |
| 51 | B | B3 | 3 | S | WGHS - Math Coach social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $2,617.00 | 100.00% | | |
| 52 | C3 | B4 | 3 | S | WGHS - extended day social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $1,200.00 | 100.00% | | |
| 53 | C3 | B4 | 3 | S | EGHS - extended day social security | 6400 | 220 | Social Security to support school improvement reform | | 0.000 | $1,500.00 | 100.00% | | |
| 54 | B | B3 | 3 | S | WGHS - Math Coach - group insurance | 6400 | 230 | Group Insurance to support school improvement reform | | 0.000 | $6,044.00 | 100.00% | | |
| 55 | B | B3 | 3 | S | EGHS - Math Coach group insurance | 6400 | 230 | Group Insurance to support school improvement reform | | 0.000 | $5,894.00 | 100.00% | | |
| 56 | B | B3 | 3 | S | WGHS - Reading Coach group health | 6400 | 230 | Group Insurance to support school improvement reform | | 0.000 | $6,090.00 | 100.00% | | |
| 57 | B | B3 | 3 | S | EGHS - Reading Coach - group health | 6400 | 230 | Group Insurance to support school improvement reform | | 0.000 | $6,503.00 | 100.00% | | |
| 58 | B | B3 | 3 | S | EGHS - Science Coach group health | 6400 | 230 | Group Insurance to support school improvement reform | | 0.000 | $6,808.00 | 100.00% | | |
| 59 | B | B3 | 3 | S | EGHS - Science Coach life insurance | 6400 | 232 | Life Insurance to support school improvement reform | | 0.000 | $190.00 | 100.00% | | |
| 60 | B | B3 | 3 | S | EGHS - Reading Coach- life insurance | 6400 | 232 | Life Insurance to support school improvement reform | | 0.000 | $166.00 | 100.00% | | |
| 61 | B | B3 | 3 | S | WGHS - Reading Coach life insurance | 6400 | 232 | Life Insurance to support school improvement reform | | 0.000 | $139.00 | 100.00% | | |
| 62 | B | B3 | 3 | S | EGHS Math Coach life insurance | 6400 | 232 | Life Insurance to support school improvement reform | | 0.000 | $127.00 | 100.00% | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 63 | B | B3 | 3 | S | WGHS - Math Coach - life insurance | 6400 | 232 | Life Insurance to support school improvement reform | | 0.000 | $135.00 | 100.00% | |
| 64 | B | B3 | 3 | S | WGHS - Math Coach - workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | |
| 65 | B | B3 | 3 | S | EGHS Math Coach workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | |
| 66 | B | B3 | 3 | S | WGHS - Reading Coach workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | |
| 67 | B | B3 | 3 | S | EGHS - Reading Coach - workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | |
| 68 | C3 | B4 | 3 | S | EGHS - extended day workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $500.00 | 100.00% | |
| 69 | C3 | B4 | 3 | S | WGHS - extended day workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $400.00 | 100.00% | |
| 70 | B | B3 | 3 | S | EGHS - Science Coach workers compensation | 6400 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | |
| 71 | D | B4 | 8 | S | EGHS - reading consultants for professional development | 6400 | 310 | Professional and Technical Services to support school improvement reform | | 0.000 | $12,000.00 | 100.00% | |
| 72 | D | B4 | 8 | S | WGHS - reading consultants for professional development | 6400 | 310 | Professional and Technical Services to support school improvement reform | | 0.000 | $8,000.00 | 100.00% | |
| 73 | D | B4 | 9 | S | EGHS - math consultants for professional development | 6400 | 310 | Professional and Technical Services to support school improvement reform | | 0.000 | $12,000.00 | 100.00% | |
| 74 | D | B4 | 9 | S | WGHS - math consultants for professional development | 6400 | 310 | Professional and Technical Services to support school improvement reform | | 0.000 | $8,000.00 | 100.00% | |
| 75 | D | B4 | 8 | S | EGHS - professional development for Reading travel | 6400 | 330 | Travel to support school improvement reform | | 0.000 | $30,000.00 | 100.00% | |
| 76 | D | B4 | 8 | S | WGHS - professional development for Reading travel - includes lesson study, RtI, PBS, new standards, data assessment, | 6400 | 330 | Travel to support school improvement reform- includes lesson study, RtI, PBS, new standards, data assessment, | | 0.000 | $20,000.00 | 100.00% | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | differentiated instruction, coaching, mentoring, etc. | | | differentiated instruction, coaching, mentoring, etc. | | | | | | | |
| 77 | D | B4 | 9 | S | EGHS - professional development for Math travel- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | 6400 | 330 | Travel to support school improvement reform- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | | 0.000 | $30,000.00 | 100.00% | | | |
| 78 | D | B4 | 9 | S | WGHS - professional development for Math travel- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | 6400 | 330 | Travel to support school improvement reform- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | | 0.000 | $32,294.67 | 100.00% | | | |
| 79 | D | B4 | 21 | S | EGHS - dues and fees for professional development- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | 6400 | 730 | Dues and Fees to support school improvement reform- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | | 0.000 | $2,500.00 | 100.00% | | | |
| 80 | D | B4 | 21 | S | WGHS - dues and fees for professional development- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | 6400 | 730 | Dues and Fees to support school improvement reform- includes lesson study, RtI, PBS, new standards, data assessment, differentiated instruction, coaching, mentoring, etc. | | 0.000 | $1,500.00 | 100.00% | | | |
| 81 | D | B2 | 13 | S | EGHS - technology specialist | 6500 | 160 | Other Support Personnel to support school improvement reform | 65010 | 1.000 | $55,000.00 | 100.00% | | | |
| 82 | D | B2 | 13 | S | WGHs technology specialist | 6500 | 160 | Other Support Personnel to support school improvement reform | 65010 | 1.000 | $55,000.00 | 100.00% | | | |
| 83 | D | B2 | 13 | S | EGHS technology specialist retirement | 6500 | 210 | Retirement to support school improvement reform | | 0.000 | $6,600.00 | 100.00% | | | |
| 84 | D | B2 | 13 | S | WGHS technology retirement | 6500 | 210 | Retirement to support school improvement reform | | 0.000 | $6,600.00 | 100.00% | | | |
| 85 | D | B2 | 13 | S | WGHS technology social security | 6500 | 220 | Social Security to support school improvement reform | | 0.000 | $4,200.00 | 100.00% | | | |
| 86 | D | B2 | 13 | S | EGHS technology specialist social security | 6500 | 220 | Social Security to support school improvement reform | | 0.000 | $4,200.00 | 100.00% | | | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 87 | D | B2 | 13 | S | EGHS technology specialist group insurance | 6500 | 230 | Group Insurance to support school improvement reform | | 0.000 | $4,073.00 | 100.00% | | | |
| 88 | D | B2 | 13 | S | WGHS technology group insurance | 6500 | 230 | Group Insurance to support school improvement reform | | 0.000 | $4,073.00 | 100.00% | | | |
| 89 | D | B2 | 13 | S | WGHS - technology life insurance | 6500 | 232 | Life Insurance to support school improvement reform | | 0.000 | $214.00 | 100.00% | | | |
| 90 | D | B2 | 13 | S | EGHS technology life insurance | 6500 | 232 | Life Insurance to support school improvement reform | | 0.000 | $135.00 | 100.00% | | | |
| 91 | D | B2 | 13 | S | EGHS technology workers compensation | 6500 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | | | |
| 92 | D | B2 | 13 | S | WGHS - technology workers compensation | 6500 | 240 | Workers Compensation to support school improvement reform | | 0.000 | $700.00 | 100.00% | | | |
| 93 | D | C | 21 | D | Indirect costs @3.79% | 7200 | 791 | to support school improvement reform | | 0.000 | $36,399.33 | 100.00% | | | |
| 94 | D | B4 | 20 | S | EGHS - administrators performance pay | 7300 | ~~162~~ 111 | to support school improvement reform | | 0.000 | $6,000.00 | 100.00% | | | |
| 95 | D | B4 | 20 | S | WGHS - administrators performance pay | 7300 | ~~162~~ 111 | to support school improvement reform | | 0.000 | $4,000.00 | 100.00% | | | |
| 96 | D | B4 | 21 | S | EGHS (first $25,000 of subagreement) - transportation for extended day - extended day requires double trips to bus students home after the first set of busses leaves | 7800 | 391 | Subagreements up to $25,000 to support school improvement reform - extended day requires double trips to bus students home after the first set of busses leaves | | 0.000 | $25,000.00 | 100.00% | | | |
| 97 | D | B4 | 21 | S | EGHS (remainder of subagreement) - transportation for extended day - extended day requires double trips to bus students home after the first set of busses leaves | 7800 | 392 | Subagreements greater than $25,000 to support school improvement reform - extended day requires double trips to bus students home after the first set of busses leaves | | 0.000 | $55,000.00 | 100.00% | | | |
| Totals: | | | | | | | | | | 9.000 | $1,284,820.00 | | | | |

DOE 101

Gerard Robinson, Commissioner

DK per Rose
Lper Sue Wilkinson)
10-18-11

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7C

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEMS:** Budget Amendment Number Seven

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

This budget amendment also establishes new budget for the following projects:

| | |
|---|---|
| Local Instructional Improvement System | $ 85,909.80 |
| Career & Professional Academics EGHS | $ 372,386.00 |
| Career & Professional Academics WGHS | $ 372,386.00 |
| Race To The Top (posted balance of grant) | $ 1,474,138.11 |
| TOTAL | $ 2,304,819.91 |

**FUND SOURCE:** 434 (Race To The Top) Funds

**AMOUNT:** $ 2,304,819.91

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

**Gadsden County School Board**
**434 (ARRA Race To The Top) Fund Appropriations**
**Budget Amendment Number**
**Seven**

| 434 FUND / FUNCTION / OBJECT | | BEGINNING BUDGET 10/19/2011 | BUDGET AMENDMENT NUMBER SEVEN | BUDGET BALANCE 10/19/2011 |
|---|---|---|---|---|
| 5100 | 100 | $ - | $ - | $ - |
| K-12 Instructional | 200 | $ - | $ 600,000.00 | $ 600,000.00 |
| | 300 | $ - | $ - | $ - |
| | 500 | $ 62,742.00 | $ 209,208.00 | $ 271,950.00 |
| | 600 | $ - | $ 5,550.00 | $ 5,550.00 |
| | 700 | $ - | $ - | $ - |
| **FUNCTOTAL** | | **$ 62,742.00** | $ 814,758.00 | **$ 877,500.00** |
| 5300 | 100 | $ - | $ 168,000.00 | $ 168,000.00 |
| Vocational | 200 | $ - | $ 53,400.00 | $ 53,400.00 |
| Technical | 300 | $ - | $ 98,300.00 | $ 98,300.00 |
| | 500 | $ - | $ 94,254.20 | $ 94,254.20 |
| | 600 | $ - | $ 89,342.00 | $ 89,342.00 |
| | 700 | $ - | $ 21,000.00 | $ 21,000.00 |
| **FUNCTOTAL** | | **$ -** | $ 524,296.20 | **$ 524,296.20** |
| 6300 | 100 | $ - | $ - | $ - |
| Instructioanl | 200 | $ - | $ - | $ - |
| Curriculum Dev. | 300 | $ - | $ - | $ - |
| | 500 | $ - | $ - | $ - |
| | 600 | $ - | $ - | $ - |
| | 700 | $ - | $ - | $ - |
| **FUNCTOTAL** | | **$ -** | $ - | **$ -** |
| 6400 | 100 | $ 50,909.88 | $ 124,090.12 | $ 175,000.00 |
| Instructional | 200 | $ 3,620.12 | $ (3,620.12) | $ - |
| Staff Training | 300 | $ 6,580.57 | $ 196,643.44 | $ 203,224.01 |
| | 500 | $ 7,593.32 | $ 19,659.35 | $ 27,252.67 |
| | 600 | $ 5,542.68 | $ 7,065.29 | $ 12,607.97 |
| | 700 | $ - | $ 15,000.00 | $ 15,000.00 |
| **FUNCTOTAL** | | **$ 74,246.57** | $ 358,838.08 | **$ 433,084.65** |
| 6500 | 300 | $ - | $ 8,790.98 | $ 8,790.98 |
| Instructional | 600 | $ - | $ 200,622.82 | $ 200,622.82 |
| Related | 700 | | $ 7,723.71 | $ 7,723.71 |
| Technology | | | | |
| **FUNCTOTAL** | | **$ -** | **$ 217,137.51** | **$ 217,137.51** |

**Gadsden County School Board**
**434 (ARRA Race To The Top) Fund Appropriations**
**Budget Amendment Number**
**Seven**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **7200** | **600** | $ | - | $ | 21,298.00 | $ | 21,298.00 |
| **General Admin.** | **700** | $ | 5,857.00 | $ | 59,817.22 | $ | 65,674.22 |
| **FUNCTOTAL** | | **$** | **5,857.00** | $ | 81,115.22 | **$** | **86,972.22** |
| **7400** | **300** | $ | - | $ | 2,800.00 | $ | 2,800.00 |
| **Facilities Acq** | | $ | - | $ | - | | |
| **FUNCTOTAL** | | **$** | **-** | $ | 2,800.00 | **$** | **2,800.00** |
| **7700** | **100** | $ | 21,667.00 | $ | 139,749.88 | $ | 161,416.88 |
| **Central Services** | **200** | $ | 2,684.17 | $ | 45,993.13 | $ | 48,677.30 |
| | **300** | $ | - | $ | 24,536.29 | $ | 24,536.29 |
| **FUNCTOTAL** | | **$** | **24,351.17** | $ | 210,279.30 | **$** | **234,630.47** |
| **7800** | **300** | **$** | **-** | $ | 14,000.00 | $ | 14,000.00 |
| **Transportation** | **600** | **$** | **-** | $ | 7,925.55 | $ | 7,925.55 |
| **FUNCTOTAL** | | **$** | **-** | $ | 21,925.55 | **$** | **21,925.55** |
| **8200** | **100** | $ | 1,329.95 | $ | (1,329.95) | $ | - |
| **Admin** | **200** | $ | - | $ | - | $ | - |
| **Technology** | **300** | $ | - | $ | 75,000.00 | $ | 75,000.00 |
| **Services** | **400** | $ | - | $ | - | $ | - |
| **FUNCTOTAL** | | **$** | **1,329.95** | $ | 73,670.05 | **$** | **75,000.00** |
| **GRANDTOTAL** | | **$** | **168,526.69** | **$** | **2,304,819.91** | **$** | **2,473,346.60** |

**Gadsden County School Board**
**434 (ARRA Race To The Top) Fund Estimated Revenue**
**Budget Amendment Number**
**Seven**

| 434 REVENUE OBJECT | ESTIMATED REVENUE 10/19/11 | BUDGET AMENDMENT NUMBER SEVEN | ENDING ESTIMATED 10/19/2011 |
|---|---|---|---|
| 214 | $ 168,526.69 | $ 2,268,819.91 | $ 2,437,346.60 |
| **GRAND TOTAL** | **$ 168,526.69** | **$ 2,268,819.91** | **$ 2,437,346.60** |

**Florida Department of Education**
**Project Award Notification** Proj. 434RD21

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-RD211-2C001 |
| **3 PROJECT/PROGRAM TITLE**<br>Local Instructional Improvement System<br>**TAPS 12AT23** | **4 AUTHORITY**<br>**84.395A Race to the Top Fund** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 07/11/2011 - 12/31/2013<br>Program Period: 07/11/2011 - 12/31/2014 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 85,909.80<br>Amendment Amount:<br>Estimated Roll Forward:<br>Certified Roll Amount:<br>Total Project Amount: $ 85,909.80 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 12/31/2013
- Date that all obligations are to be liquidated and final disbursement reports submitted: 02/20/2014
- Last date for receipt of proposed budget and program amendments: 12/31/2013
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Keith Goodner<br>Phone: (850) 245 - 0072<br>Email: Keith.Goodner@fldoe.org<br>**Grants Management**: Unit A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 03 90 10<br>EO: D2<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.
- 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**13 APPROVED:**

Kris Ellington
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

Sept 13, 2011
Date of Signing

**DOE-200**
**Revised 02/05**

Received 11/20/11 -C

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

**A) Name of Eligible Recipient/Fiscal Agent:** Gadsden County Schools

**B) DOE Assigned Project Number:** 200 -RD211- 2C001

**C) TAPS Number:** 12AT23

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|---|---|---|---|---|---|---|---|---|
| FUNCTION | OBJECT | ACCOUNT TITLE AND NARRATIVE | FTE POSITION | AMOUNT | % ALLOCATED to this PROJECT | ALLOWABLE DOE USE ONLY | REASONABLE DOE USE ONLY | NECESSARY DOE USE ONLY |
| 6500 | 643 | Purchase of student and parent portals from Crosspointe | 0 | $77,318.82 | 90% | ✓ | ✓ | ✓ |
| 6500 | 310 | Installation of student and parent portals from Crosspointe | 0 | 8,590.98 | 10% | ✓ | ✓ | ✓ |
| | | | | D) TOTAL | $85,909.80 | | | |

77,318.82 +
8,590.98 +
85,909.80 *

**Florida Department of Education**
**Project Award Notification**

WGHS
Project 434RS62

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-RS611-1C002 |
| **3 PROJECT/PROGRAM TITLE**<br>Career & Professional Academies (CAPE) for Science, Technology, Engineering & Mathematics (STEM)<br>**TAPS 11AT14** | **4 AUTHORITY**<br>**84.395A Race to the Top Fund** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 06/07/2011 - 06/30/2013<br>Program Period: 06/07/2011 - 06/30/2013 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 372,386.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Total Project Amount: $ 372,386.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2013
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2013
- Last date for receipt of proposed budget and program amendments: 06/30/2013
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date for program report: mailto appropriate program office.

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Jodi Tillman<br>Phone: (850) 245 - 9439<br>Email: Jodi.Tillman@fldoe.org<br>**Grants Management**: A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 03 90 10<br>EO: S6<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education with the final expenditure report. The check must clearly identify the project number for which funds are being returned.
- In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation.
- 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**13 APPROVED:**

Kathleen Taylor
Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/22/11
Date of Signing

A) Gadsden County Schools - West Gadsden Hith School
Name of Eligible Recipient

B) 200- RS611-1C002
Project Number **(DOE Use Only)**

**TAPS Number** 11AT14

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) Function | (2) Object | (3) Account Title & Narrative | (4) FTE Position | (5) Amount |
|---|---|---|---|---|
| 5300 | 120 | **Salary** - CTE Culinary Arts Instructor (District level budget cuts in state, federal and local funding caused this position to be eliminated if other funding was not found to cover the costs of salary and benefits. These dollars will help reinstate the position and allow the Academy to expand.) $33,000 per year | 1 | $66,000.00 |
| 5300 | 126 | **Salary** - teacher supplements for being CTSO sponsors (4) for meetings with students and other meetings and preparations necessary for CTSO operation and student competitions. Estimate of $3,000 per CTSO sponsor (4) per school year = $12,000 | 0 | $24,000.00 |
| 5300 | 210 | **Employee Benefits:** Retirement for CTE CA instructor at 11.41%, including retirement for teacher supplements (two years) | 0 | $8,400.00 |
| 5300 | 220 | **Employee Benefits:** Social Security for CTE CA instructor at 7.65%, including social security for teacher supplements (two years) | 0 | $6,000.00 |
| 5300 | 230 | **Employee Benefits:** Group Health Insurance for CTE CA instructor (varies with family choices) (two years) | 0 | $10,000.00 |
| 5300 | 232 | **Employee Benefits:** Life Insurance for CTE CA instructor (two years) | 0 | $300.00 |
| 5300 | 240 | **Employee Benefits:** Workers Compensation for CTE CA instructor, including workers compensation for teacher supplements (two years) | 0 | $2,000.00 |
| 5300 | 330 | **Travel** for instructors and students, including per diem, rental cars, air fare if applicable to attend meetings, conferences, competitions, field trips, in and out of county travel, and to visit model programs. Anticipated travel includes 1 student competition a year for up to 10 students and their teacher/CTSO (3) sponsor at a state conference at $500 per person for a 3-day conference = $6,000; | 0 | $12,000.00 |
| 5300 | 330 | **Travel:** 4 teachers attending FACTE conference at $750 per person = $2,250; | 0 | $3,000.00 |
| 5300 | 330 | **Travel:** 1 teacher (4) each CTSO (3) to attend national conference at $1,500 per person = $6,000 | 0 | $6,000.00 |
| 5300 | 330 | **Travel:** model program visits 2 per year at $200 per teacher (4) and CTSO sponsor/1 CTE Director (5 folks) = $2,000 | 0 | $2,000.00 |
| 5300 | 330 | **Travel:** student field trips 1 per year per CTE program (4) for up to 40 students/4 CTE instructors - includes rental for buses and any fees if applicable - no food - at estimated cost of $2,000 per trip = $8,000 | 0 | $8,000.00 |
| | | **Travel:** in/out of county travel @ $.445 per mile at estimated 200 miles per month during school year for CTSO sponsor teachers (4) to meet with industry sponsors/career advisory boards and peer mentoring $4000 | 0 | $4,000.00 |
| 5300 | 510 | **Instructional supplies** for CTE programs and student use (4 programs @ 5,000 for 2 years) **Business/IT (2); Law Academy, Culinary Arts.**(Example of supplies: IT/Business: (paper: photo, duplicating, etc.; templates, pens/pencils, toner, ink cartridges, mouse pads, notebooks; Law Academy supplies: ammunition, handcuffs, notebooks, paper, classroom supplies; Culinary Art supplies: pots, pans, cooking utensils, aprons, chef hats, chaffin pans, cutting and decorating, chef jackets, etc.) | 0 | $20,000.00 |
| 5300 | 520 | **Instructional** textbooks for **IT/Business, Law and CA** programs, as necessary to bring updated versions into the schools(8th-12th grade students) **Methodology:** Instructional textbook needs to be determine in part by program growth/expansion and due to loss or damage. Law Academy which previously was 12th grade only, now includes 8-12th. Replacement of needed textbooks in IT/Business and Culinary Arts and enhance curriculum needs in textbooks/workbooks for the two year period. (CTE textbooks: Law 97.00; IT/Business 88.00; Culinary Arts 125.00) | 0 | $30,000.00 |
| 5300 | 621 | **Capitalized AV Materials-DVDs, CDs, books on tape, etc.** ($500.00 per program per year for 2 years = 1,000 x 2 = 3,000) IT/Business, Law and CA programs (8th-12th grade students) **Methodology:** AV needs to be determined in part by program growth/expansion and to loss or damage. Law Academy which previously was 12th grade only, now includes 8-12th. Replacement of needed AV in IT/Business and Culinary Arts and enhance instructional curriculum needs in AV, CDs, etc. for the two year period.) | 0 | $3,000.00 |

A) Gadsden County Schools - West Gadsden Hith School
Name of Eligible Recipient

B) 200-
Project Number **(DOE Use Only)**

| TAPS Number |
|---|
| 11AT14 |

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) Function | (2) Object | (3) Account Title & Narrative | (4) FTE Position | (5) Amount |
|---|---|---|---|---|
| 5300 | 622 | **Non-capitalized AV Materials** DVDs, CDs, books on tape, etc ($3,000 X 2 years) IT, Business, Law and CA programs (8th-12th grade students) Methodology: AV needs to be determined in part by program growth/expansion and to loss or damage. Law Academy which previously was 12th grade only, now includes 8-12th. Replacement of needed AV in IT/Business and Culinary Arts and enhance instructional curriculum needs in AV, CDs, etc. for the two year period.) | 0 | $6,000.00 |
| 5300 | 730 | **Dues and Fees** for conference registration, licensing fees (separate from school site license abilities), competition fees for student competitions, fees for CTSO start up and membership for FBLA, FCCLA, and FPSA; reimbursement of fees to become CAR-PD certified - 1,500 X 4 CTSOs X 2 years) | 0 | $15,000.00 |
| 5300 | 691 | **Software** - Instructional software upgrades to prepare students for industry certification for all CTE programs | 0 | $28,342.00 |
| 6400 | 310 | **Purchased Services** for program and progress monitoring; teacher training to become CAR-PD certified and assist with marketing development for 4 CTE programs/CTSO (3) activities/parent awareness materials for feeder school - $5,000 X 2 years) | 0 | $10,000.00 |
| 6400 | 330 | **Travel:** for 4 CTE instructors to become CAR-PD certified and for summer job shadowing/workbased experiences ($3,000 X 2 yrs) | 0 | $6,000.00 |
| 6500 | 641 | **Capitalized Furniture, Fixtures and Equipment (over $750)** computer workstations and chairs and equipment - ) for Business/IT and Law Academy- $1,227.25 per program x IT, Business, Law and CA program X 2 yrs= $9,818). (Equipment to continue to equip CTE classrooms - 1127.99 for 1 interactive whiteboard per program; laser/digital printer/connections $879.99 + shipping costs) | 0 | $9,818.00 |
| 6500 | 642 | **Noncapitalized Furniture, Fixtures and Equipment (under $750)** computer workstations and chairs and equipment - network printers, standalone printers, projectors ) for Business/IT and Law Academy$1,625 X 4 programs X 2 years) for IT, Business, Law and CA programs-(workstations (5 @ 299.99) for program growth for each program + shipping costs); 16 student chairs @ 89.99 | 0 | $13,000.00 |
| 6500 | 643 | **Captialized Computer Hardware (over $750)** to include upgrade peripherals, memory, video cards, network connectivity, projection devices, etc.) in Business/IT classrooms and Law Academyfor IT, Business, Law and CA programs (12 student computers @ $784 + shipping) | 0 | $9,968.00 |
| 6500 | 644 | **Non-capitalized Computer Hardware (under $750)** network printers, retrofit for wiring, projectors for IT, Business, Law and CA programs (29 students computers @ 674.00 + shipping costs) | 0 | $20,000.00 |
| 7200 | 790 | **Indirect Costs** at 3.05% ($372,386-$111,426 X .0305 = $7,723.71) minus capital outlay | | $7,723.71 |
| 5300 | 691 | **Software:** for school specific site licenses with vouchers for industry certification in all the certification areas (i.e., Learn Key, Certiport, etc. to offer onsite testing for industry certification in Adobe and the Microsoft Office Suite for CTE (4) programs | 0 | $21,298.00 |
| 7700 | 390 | **Other Purchased Services** to hire professionals to design brochures, banners, etc., such as printing, reproduction and other services to develop and disseminate marketing information about CTSO associated with IT, Business, Law and CA programs recruitment, parent awareness,etc. | 0 | $6,536.29 |
| 7800 | 390 | **Other Purchased services/Travel: Bus** - 4 trips for CTE pupils and teachers transportation to conferences, competitions, job shadowing, etc. for IT, Business, Law and CA programs (includes bus rental and/or driver pay and fuel at $4,000 per year (approximately 15 students per CTE programs and three (4) instructors) | 0 | $14,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **C) TOTAL** | **$372,386.00** |

**Florida Department of Education**
**Project Award Notification**

EGHS

Project 434RS61

| | |
|---|---|
| **1 PROJECT RECIPIENT**<br>Gadsden County School District | **2 PROJECT NUMBER**<br>200-RS611-1C001 |
| **3 PROJECT/PROGRAM TITLE**<br>Career & Professional Academies (CAPE) for Science, Technology, Engineering & Mathematics (STEM)<br>**TAPS 11AT14** | **4 AUTHORITY**<br>**84.395A Race to the Top Fund** |
| **5 AMENDMENT INFORMATION**<br>Amendment Number:<br>Type of Amendment:<br>Effective Date: | **6 PROJECT PERIODS**<br>Budget Period: 06/07/2011 - 06/30/2013<br>Program Period: 06/07/2011 - 06/30/2013 |
| **7 AUTHORIZED FUNDING**<br>Current Approved Budget: $ 372,386.00<br>Amendment Amount:<br>Estimated Roll Forward:<br>Total Project Amount: $ 372,386.00 | **8 REIMBURSEMENT OPTION**<br>Federal Cash Advance |

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2013
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2013
- Last date for receipt of proposed budget and program amendments: 06/30/2013
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date for program report: mailto appropriate program office.

| | |
|---|---|
| **10 DOE CONTACTS**<br>**Program**: Jodi Tillman<br>Phone: (850) 245 - 9439<br>Email: Jodi.Tillman@fldoe.org<br>**Grants Management**: A (850) 245-0496<br>**Comptroller's Office**<br>(850) 245-0401 | **11 DOE FISCAL DATA**<br>DBS: 03 90 10<br>EO: S6<br>Object: 720035 |

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education with the final expenditure report. The check must clearly identify the project number for which funds are being returned.
- In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation.
- 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**13 APPROVED:**

Kathleen Taylor

Authorized Official on behalf of Gerard Robinson
Commissioner of Education

9/22/11

Date of Signing

A) Gadsden County Schools - East Gadsden High School
Name of Eligible Recipient

B) 200- RS611-10001
Project Number **(DOE Use Only)**

| TAPS Number |
|---|
| 11AT14 |

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) Function | (2) Object | (3) Account Title & Narrative | (4) FTE Position | (5) Amount |
|---|---|---|---|---|
| 5300 | 120 | **Salary** - CTE Information Technology Instructor (District level budget cuts in state, federal and local funding caused this position to be eliminated if other funding was not found to cover the costs of salary and benefits. These dollars will help reinstate the position and allow the Academy to expand at this largest high school) $33,000 per year for 2 years | 1 | $66,000.00 |
| 5300 | 126 | **Salary** - teacher supplements for being CTSO sponsors (2) for meetings with students and other meetings and preparations necessary for CTSO operation and student competitions. Estimate of $3,000 per CTSO sponsor per school year = $6,000 for 2 years | 0 | $12,000.00 |
| 5300 | 210 | **Employee Benefits**: Retirement for CTE IT instructor at 11.41%, including retirement for teacher supplements $4,200 per year for 2 years | 0 | $8,400.00 |
| 5300 | 220 | **Employee Benefits**: Social Security for CTE IT instructor at 7.65%, including social security for teacher supplements (two years) | 0 | $6,000.00 |
| 5300 | 230 | **Employee Benefits**: Group Health Insurance for CTE IT instructor (varies with family choices) (two years) | 0 | $10,000.00 |
| 5300 | 232 | **Employee Benefits:** Life Insurance for CTE IT instructor (two years) | 0 | $300.00 |
| 5300 | 240 | **Employee Benefits:** Workers Compensation for CTE IT instructor, including workers compensation for teacher supplements (two years) | 0 | $2,000.00 |
| 5300 | 330 | **Travel** for instructors and students, including per diem, rental cars, air fare if applicable to attend meetings, conferences, competitions, field trips, in and out of county travel, and to visit model programs. Anticipated travel includes: 1 student competition a year for up to 10 students and their teachers/CTSO (3) sponsor at a state conference at $500 per person for a 3-day conference = $6,000 for 2 years | 0 | $12,000.00 |
| 5300 | 330 | **Travel:** 3 teachers attending FACTE conference at $850 per person = $2550 for 2 years | | $5,100.00 |
| 5300 | 330 | **Travel:** 1 teacher each CTSO (3) to attend national CTSO conference at $1,500 per person = $4500 for 2 years | | $9,000.00 |
| 5300 | 330 | **Travel:** model program visits 2 per year at $400 per teacher and CTE Director (4 folks) = $1,600 for 2 years | | $3,200.00 |
| 5300 | 330 | **Travel:** in/out of county travel @ $.445 per mile at estimated 200 miles per month during school year for 3 CTSO sponsor teachers to meet with industry sponsors/career advisory boards and peer mentoring = $4000 for 2 years | | $8,000.00 |
| 5300 | 330 | **Travel:** student field trips to do job shadowing/workbased learning 1 per year per discipline for up to 40 students - includes rental for buses and any fees if applicable - no food - at estimated cost of $2,000 per trip = $8,000 (two years) | | $16,000.00 |
| 5300 | 510 | **Instructional supplies** for CTE programs and student use (3 programs @ $3000 per year for two years) (Example of supplies: IT/Business: (paper: photo, duplicating, etc.; templates, pens/pencils, toner, ink cartridges, mouse pads, notebooks; Law Academy supplies: ammunition, handcuffs, notebooks, paper, | 0 | 4,20 $18,000.00 |
| 5300 | 520 | **Instructional textbooks** for IT, Business, Law programs, as necessary to bring updated versions into the schools ($4,375 per classroom x 3 classrooms x two years) 13,125 x 2 = 26,250. Methodology: Instructional textbook needs to be determine in part by program growth/expansion and due to loss or damage. Law Academy which previously was 12th grade only, now plans to includes 9--12th. Replacement of needed textbooks in IT/Business and enhance curriculum needs in textbooks/workbooks for the two year period. (CTE textbooks: Law 97.00; IT/Business 88.00) | 0 | $26,250.00 |
| 5300 | 621 | **Capitalized AV Materials** ($3500 per year x two years to include films, charts, recorded instruction) for Business/IT and Law Academy Methodology: AV needs to be determined in part by program growth/expansion and to loss or damage. Law Academy which previously was 12th grade only, now plans to include 9-12th. Replacement of needed AV in IT/Business and Law to enhance instructional curriculum needs in AV, CDs, etc. for the two year period.) | 0 | $5,000.00 |

A) Gadsden County Schools - East Gadsden High School
Name of Eligible Recipient

B) 200-
Project Number **(DOE Use Only)**

| TAPS Number |
|---|
| 11AT14 |

# FLORIDA DEPARTMENT OF EDUCATION
# BUDGET NARRATIVE FORM

| (1) Function | (2) Object | (3) Account Title & Narrative | (4) FTE Position | (5) Amount |
|---|---|---|---|---|
| 5300 | 622 | **Non-capitalized AV Materials** ($3500 yer year x two years to include films, charts, recorded instruction) for Business/IT and Law Academy Methodology: AV needs to be determined in part by program growth/expansion and to loss or damage. Law Academy which previously was 12th grade only, now plans to include 9-12th. Replacement of needed AV in IT/Business and to enhance instructional curriculum needs in AV, CDs, etc. for the two year period.) | 0 | $5,000.00 |
| 5300 | 730 | **Dues and Fees** for conference registration, licensing fees (separate from school site license abilities), competition fees for student competitions, fees for CTSO start up and membership for FBLA and FPSA; ($1,500 x 2 CTSOs x two years) 3,000 | 0 | $6,000.00 |
| 5300 | 691 | **Software:** IT instructional software upgrades to prepare students for industry certification $13,000 x two years to include MOS suite site licenses, software programs) IT school specific site licenses with vouchers for industry certification in all the certification areas (i.e., Learn Key, Certa Port, etc. to offer onsite testing for industry certification in Adobe and the Microsoft Office Suite $8,000 per year per site for all relative industry certifications for two years) for CTE programs. | 0 | $42,000.00 |
| 6400 | 310 | **Purchased Services** to hire professionals to design brochures, banners, etc., to assist with marketing development for CTE programs/CTSO (3) activities/parent awareness materials for school/feeder school - Havana Middle/Shanks Middle ($6,000 per year for two years) for approxmately 2000 students among the 3 schools. | 0 | $12,000.00 |
| 6400 | 330 | **Travel** for 3 CTE instructors to become CAR-PD certified instructors and for summer job shadowing/workbased experiences ($2500 per year) | 0 | $5,000.00 |
| 6500 | 641 | **Capitalized Furniture, Fixtures and Equipment (over $750)** - $4,166.67 per program x IT program = $5,000 per year (to include computer workstations and chairs and equipment (equipment - network printers, graphic printers, projectors) for **Business/IT and Law Academy**) 1127.99 for 1 interactive whiteboard per program, laser/digial printer/connections + shipping costs - 879.99 per program; network printers 779.98; CTE instructor workstations (3) 1,378.71 | 0 | $12,500.00 |
| 6500 | 642 | **Noncapitalized Furniture, Fixtures and Equipment (under $750)** ($3083.33 per year x 3 programs) (to include computer workstations and chairs and equipment - network printers, standalone printers, projectors ) for **Business/IT and Law Academy** Methodology: workstations for program growth 299.99 x 20 = 5,999.80; task chairs 89.99 x 20 = 1,799.80; printers 79.99 x 9 = 719,91; projectors 365.25 x 2 =730.50 | 0 | $9,250.00 |
| 6500 | 643 | **Captialized Computer Hardware (over $750)** $13,586 in year one for servers and other computer infrastructure, ie., wifi, retrofit for wiring needs, for new desktop computers and printers in **Business/IT classrooms, Law Academy** | 0 | $13,586.00 |
| 6500 | 644 | **Non-capitalized Computer Hardware (under $750)** - to include upgrade peripherals, memory, video cards, network connectivity, projection devices, etc.) in **Business/IT classrooms and Law Academy** | 0 | $45,000.00 |
| 7200 | 791 ~~790~~ | **Indirect Costs** at 3.05% (372,386 -140,119.77 = 232,266.23 X 1.0305 = 225,391.78 = 6,874.45 | 0 | 0.25 $6,87~~4.45~~ |
| 7800 | 310 ~~681~~ | **Other purchased services/Travel-BUS**: Travel (4 trips) for 3 CTE programs - pupil and teacher transportation to conferences, job shadowing with business/industry, etc. (includes bus rental and/or driver pay and fuel at $5,000 per year (approximately 15 students per CTE programs and three (3) instructors) | 0 | $7,925.55 |
| | | | **C) TOTAL** | **$372,386.00** |

DOE 101
Revised 12/07

Fund 434 FINANCIAL
Proj. 434 RL 11 OFFICER

# Florida Department of Education-Project Award Notification

**1 PROJECT RECIPIENT**
Gadsden County School District

**2 PROJECT NUMBER**
200-RL111-1C301

**3 PROJECT/PROGRAM TITLE**
RACE TO THE TOP - LEA FORMULA SUBGRANTS
TAPS 11AT01

**4 AUTHORITY**
84.395A Race to the Top Fund

**5 AMENDMENT INFORMATION**
Amendment Number:
Type of Amendment:
Effective Date:

**6 PROJECT PERIODS**
Budget Period: 09/01/2010 - 06/30/2014
Program Period: 09/01/2010 - 06/30/2014

**7 AUTHORIZED FUNDING**
Current Approved Budget: $ 1,664,856.00
Amendment Amount:
Estimated Roll Forward:
Total Project Amount: $ 1,664,856.00

**8 REIMBURSEMENT OPTION**
Federal Cash Advance

**9 TIMELINES**

- Last date for incurring expenditures and issuing purchase orders: 06/30/2014
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2014
- Last date for receipt of proposed budget and program amendments: 06/30/2014
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date for program report: mailto appropriate program office.

**10 DOE CONTACTS**
**Program**: Martha Asbury
Phone: (850) 245 - 0420
Email: Martha.Asbury@fldoe.org
**Grants Management**: A (850) 245-0496

**Comptroller's Office**
(850) 245-0401

**11 DOE FISCAL DATA**
DBS: 03 90 10
EO: L1
Object: 720035

**12 TERMS AND SPECIAL CONDITIONS**

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs.
- For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. Any unexpended general revenue funds must be returned by check issued to the Florida Department of Education with the final expenditure report. The check must clearly identify the project number for which funds are being returned.
- In the event that the Governor and Cabinet are required to impose a mandatory reserve on the current year appropriation, this Agreement shall be amended to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve in the appropriation.
- 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

* Funds are available via Federal Cash Advance up to the amount budgeted and approved for each quarter as follows:

| Year | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|---|---|---|---|---|---|
| 1 | $ - | $ - | $ - | $ 396,714.00 | **$ 396,714.00** |
| 2 | $ 82,913.00 | $ 63,529.00 | $ 63,529.00 | $ 224,743.00 | **$ 434,714.00** |
| 3 | $ 65,999.75 | $ 62,166.75 | $ 63,166.75 | $ 225,380.75 | **$ 416,714.00** |
| 4 | $ 65,999.75 | $ 62,166.75 | $ 63,166.75 | $ 225,380.75 | **$ 416,714.00** |
| | | | **Project Total** | | **$ 1,664,856.00** |

**13 APPROVED:**

Eric J. Smith
Authorized Official on behalf of Dr. Eric J. Smith
Commissioner of Education

4/27/11
Date of Signing

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8a

**DATE OF SCHOOL BOARD MEETING: October 25, 2011**

**TITLE OF AGENDA ITEM: Agreement Between Gadsden County School Board And The City Of Quincy For Use Of Property For Parking**

**DIVISION: Administration**

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

**PURPOSE AND SUMMARY OF ITEM:**

**The Gadsden County School Board Agreeing To Allow The City Of Quincy To Use Parking Space For Tanyard Creek Park.**

**FUND SOURCE:** **N/A**

**AMOUNT:** N/A

**PREPARED BY:** **Reginald C. James**

**POSITION:** **Superintendent of Schools**

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

__ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

This form is to be duplicated on light blue paper.

# AGREEMENT BETWEEN GADSDEN COUNTY SCHOOL BOARD AND CITY OF QUINCY FOR USE OF PROPERTY FOR PARKING

THIS AGREEMENT is made and executed on this _____ day of _____, 2011, by and between the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA whose address is 35 Martin Luther King, Jr. Boulevard, Quincy, Florida, 32351 hereinafter referred to as "School Board," and THE CITY OF QUINCY, a constitutionally created political subdivision of the State of Florida, whose address is 404 West Jefferson Street, Quincy, Florida, 32351 hereinafter referred to as "City."

WHEREAS, the City of Quincy and the Gadsden County School Board have agreed that it will be beneficial to the community that the City of Quincy be provided parking space for Tanyard Creek Park; and

WHEREAS, the City of Quincy and Gadsden County School Board agree that it will be beneficial to the Gadsden County School Community for its students and staff to have access and the ability to utilize the Tanyard Creek Park area and facilities.

THEREFORE, the School Board and the City agree as follows:

## 1. DESCRIPTION OF PREMISES

Subject to and upon the terms, provisions and conditions herein set forth, School Board does hereby agree to allow the City to utilize the real property as set forth below, and the City does hereby agree to utilize the real property described below and on the attached **Exhibit "A"** (hereafter "the Property" or "Leased Premises").

Gadsden Vocational Schools' open space
Gadsden Vocational School's parking lot
Max D. Walker Administration building parking lot
Carter Parramore Academy parking lot and football field
Parking for no more than 1,400 vehicles on the parcels

As used in this Agreement, the term "premises" refers to only the real property described above.

## 2. TERM

The initial term of this Agreement shall be for twelve (12) months, commencing on the _____ day of _____, 2011 and ending at midnight on the _____ day of _____, 20____. As used in this Agreement, the expression "term of this Agreement" refers to the time period hereinabove described. Upon the agreement of both parties, this Agreement may be renewed annually upon thirty (30) days notice prior to the expiration of the current Agreement. This Agreement may be amended by the parties during its term. Any amendment must be agreed to by the parties, be reduced to writing and signed by both parties to become effective. No verbal amendments are effective or binding.

## 3. WARRANTIES OF TITLE AND QUIET POSSESSION

School Board covenants that School Board is seized of the premises in fee simple and has full right to make this Agreement and that City shall have quiet and peaceable possession of the aforesaid premises during the term of this Agreement.

## 4. USES PROHIBITED

City shall not use or permit the aforesaid premises, or any part of them, to be used for any purpose or purposes other than conducting the purposes for which the Agreement provides. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the premises, or any part of the premises nor shall City sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by the standard form or fire insurance policies. City shall, at its sole cost, comply with all requirements, pertaining to the premises detailed in this Agreement and of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Agreement. City its officers, agents, employees, invitees, or licensees shall not use any facilities or buildings owned by School Board that are located on or near the premises being used to provide concession services or for any other purpose during any activity held or sponsored by City or any third party to whom the City has permitted use of Tanyard Creek Park. City its agents, licensees, employee, or invitees shall not allow glass containers to be brought onto the premises or alcoholic beverages to be brought onto the premises.

## 5. WASTE AND NUISANCE PROHIBITED

During the term of this Agreement, City shall comply with all applicable laws affecting the agreed upon premises, the breach of which might result in any penalty on School Board or forfeiture of School Board's interest in the premises. City shall not commit or suffer to be committed any waste on the aforesaid premises, or any nuisance.

## 6. MAINTENANCE OF PREMISES

City agrees to maintain the parking area in good condition. City agrees to perform the following tasks related thereto:

Prohibit vehicles from parking in areas that the Board has not agreed can be used for parking

Clean the premises and picking up any trash or litter thereon after use.

Repair any damage done to the football field as a result of use by the City at the City's expense. The repairs shall be done to the satisfaction of the School Board. The School board agrees that approval of repairs to the

football field shall be made in good faith and that approval of repairs will not be unreasonably withheld. Repairs must be made within _____ days of the City being notified of the damages.

This paragraph applies regardless of whether the use is by the City, its employees, agents, licensees, invitees or a third party to whom the City has leased or permitted use of Tanyard Creek Park. The City, its officers, agents, employees, licensees and invitees shall not use any facilities or buildings owned by School Board that are located on or near the premises outlined in this Agreement to provide concession services or for any other purpose. City agrees to provide adequate security for all events during which it uses the premises for parking. City further agrees to require any third party leasing or that has been permitted to use Tanyard Creek Park, where such third party will also use the above-referenced premises for parking, to comply with all requirements of this agreement.

## 7. USE OF PREMISES

City shall use the premises only during times when school is not in session. In the event a conflict arises between the School Board and the City regarding the use of the premises, even after normal school hours, School Board's use of the premises takes preference. However, each party agrees to cooperate in good faith to develop a schedule for use of the premises that meets the needs of each. City and any third party, to who the City has leased or permitted the use of Tanyard Creek Park, shall provide adequate security on all the premises during those times it, their agents, employees, invitees or licensees are using the premises. City shall provide the Superintendent's designee a schedule of all events to be held on the premises by City or any third party to whom City has leased or permitted the use of Tanyard Creek Park. Use of these premises must be coordinated with the School Board and other affected entities or groups. The Superintendent's designee for purposes of this paragraph is:

Audrey Lewis-Potter
Coordinator of Parent Services
35 Martin Luther King, Blvd
Quincy, FL 32351
850-627-9651

## 8. NOTICES

All notices, demands, or other writings in this Agreement, except as set out in paragraph 7, that are to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO SCHOOL BOARD: Reginald James, Superintendent
Gadsden County School District
35 MLK, Jr. Boulevard
Quincy, Florida 32351
850-627-9651

CITY OF QUINCY: Charles Hayes
CRA Director
404 West Jefferson St.
Quincy, Florida 32351
850-627-7681

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

## 9. INDEMNIFICATION OF SCHOOL BOARD

School Board shall not, except as required by law, be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by City or by any person who may at any time be using or occupying or visiting the aforesaid premises or be in, on, or about the premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of City or of any visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing. City shall indemnify School Board against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. This indemnification provision shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the School Board, its agents, employees, or business invitees.

## 10. ATTORNEYS' FEES

If any action at law or in equity shall be brought under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the aforesaid premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

## 11. REDELIVERY OF PREMISES

City shall keep and perform all the terms and conditions of this Agreement on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, City shall peaceably and quietly quit and surrender the premises to School Board in good order and condition subject to the other provisions of this Agreement. In the event of the non-performance by City of any of the covenants which City has undertaken, this Agreement may be terminated as otherwise provided herein.

## 12. REMEDIES CUMULATIVE

All remedies conferred on School Board shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

## 13. INSURANCE

Liability Insurance. City, at its own expense, shall provide and keep in force for the benefit of School Board and City, comprehensive general public liability insurance, liability insurance, to the extent available, insuring against liability for bodily injury, death, and property damage in minimum amounts of not less than Two Million Dollars ($2,000,000.00) in respect to injuries to or death of any one person, not less than Two Million Dollars ($2,000,000.00) in respect to injuries to or death of more than one person in any one occurrence, and not less than Five Hundred Thousand Dollars ($500,000.00) in respect to damage to property. City shall furnish School Board with a certificate of such insurance.

## 14. DEFAULT

In the event of any breach of this Agreement by City, School Board, in addition to the other rights or remedies it may: (a) terminate this Agreement, in which event City shall immediately surrender the aforesaid premises to School Board.

## 15. PARTIES' OPTION TO TERMINATE

Either Party shall have the right to terminate the Agreement by giving at least thirty (30) days written notice to the other Party of its intention to terminate this Agreement. On the effective date of such termination, City shall be relieved from all further liability under this Agreement, and shall deliver possession of the aforesaid premises to School Board.

## 16. SURRENDER OF LEASE

The voluntary or other surrender of this Agreement by City, or a mutual cancellation of this Agreement, shall not work as a merger.

## 17. WAIVER

The waiver by School Board of or the failure of School Board to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Agreement.

## 18. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and of each and every covenant, term, condition, and provision of this Agreement.

## 19. SECTION CAPTIONS

The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this Agreement.

Executed on this _____ day of _____, 2011.

SCHOOL BOARD OF GADSDEN COUNTY

By:_____
Board Chair

Attest: _____
Superintendent

CITY OF QUINCY

By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8b

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Agreement between Gadsden County School Board and Neola, Inc.

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

Neola, Inc. will provide continuous updates to School Board Policies, Procedures Manual and job descriptions.

**FUND SOURCE:** General

**AMOUNT:** 3 year agreement $22995.00 ($7795.00) per year

**PREPARED BY:** Rosalyn W. Smith

**POSITION:** Assistant Superintendent for Academic Services

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

Note: This Sole Source Certification will become a public document, open to public inspection; therefore, you should be certain all material facts are true, relevant and clearly understandable.

## SCHOOL BOARD OF GADSDEN COUNTY
## SOLE SOURCE CERTIFICATION

***Sole Source means that the item/service is unique and that the vendor is the only one from whom the item/service can be provided. Best Price alone cannot be used for sole source. If the item/service is available from more than one source of supply, best price must be determined through the competitive bid process.***

A. Sole Source Vendor Company Name, Contact Person, Address, Telephone, Fax Number and Email.
*NEOLA, Inc., 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224, #330-926-0514, Fax 330-926-0525, www.neola.com*

B. Describe in lay language, what the item/service is and how it is to be used.
*This company will provide Board Bylaws, Policies, Administrative Procedures, and publish electronically.*

C. What feature or special condition of this item/service is unique and cannot be obtained from any other source?
*There are no other companies providing this complete service and Neola, Inc. is a sole source provider for other school districts in Florida. There are no companies listed to serve Florida on the website of National School Boards Association Policy Services as referenced in attachment.*

D. Is this product being purchased directly from the manufacturer? If no, is it available from more than one dealer? If available from more than one deal, why can this item not be bid?
*No, and it is not available from any other dealer*

E. Prior to submitting this requisition, did you investigate other possible sources?
If Yes: 1) Did you obtain quotes from other sources?
2) If this Vendor's price lower than other sources
3) If No, please justify the additional cost.
*Yes. No quotes were obtainable because no companies were available.*

F. Other Sole Source comments or explanations.
*No other explanation needed.*

*I/We, the undersigned, certify the above to be true and correct to the best of my/our knowledge and belief and the user and/or undersigned does not have a financial interest in the above named vendor.*

Purchaser

10/14/11
Date

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 09/27/11

**PURCHASE ORDER NO.** 181541

**35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351**
**PHONE (850) 627-9651 FAX (850) 627-2760**
**www.gcps.k12.fl.us**

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VN06100000

NEOLA, INC.
3914 CLOCK POINTE TRAIL
SUITE 103
STOW OH 442242931

**SHIP TO THIS ADDRESS**

GADSDEN COUNTY PUBLIC SCHOOLS
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| Rosalyn H. Smith | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | ATTN ROSALYN SMITH | | |
| | | Year 1 of 3yr agreement | | 7,795.00 |
| 1 | | CONTINUOUS UPDATES TO SCHOOL BOARD POLICIES PROCEDURES MANUAL JOB DESCRIPTIONS TO BE PAID AS FOLLOWS AFTER EXECUTION OF AGREEMENT: $2095 - 3 MONTHS THEN $1900 - 4 MTS, 9 MTS, 12 MTS, 15 MTS, 18 MTS, 21 MTS, 24 MTS, 27 MTS 30 MTS, 33 MTS, AND 36 MONTHS | 22995.00 | 22995.00 |

PAY TERMS: NET 30

TOTAL $7,795.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR TOTAL $7,795.00

| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | FINANCE DEPT USE EXPENDITURE |
|---|---|---|---|---|---|---|---|
| 110 | 7100 | 390 | 9001 | 1109990 | | $7795.00 | |
| / | / | / | / | / | | | |
| | | | | Bu | | | |



VENDOR

# License Agreement with NEOLA, INC.

## I. Parties

This is an agreement (Agreement) between NEOLA, Inc. (NEOLA) and the School Board of Gadsden County, FL (District).

## II. Background

NEOLA owns certain materials including materials referred to as "Templates." Among these Templates are

A. Templates for Board Bylaws and Policies,
B. Templates for Administrative Procedures and Forms, and
C. Templates for Updates to the Board Bylaws and Policies and Administrative Procedures and Forms.

NEOLA also owns proprietary code for electronic publication of NEOLA materials.

NEOLA licenses certain modified versions of the Templates for Board Bylaws and Policies, which are referred to as Board Adopted Editions of the Bylaws and Policies, and modified versions of the Templates for Administrative Procedures and Forms, which are referred to as District Approved Editions of the Administrative Procedures and Forms. These modified versions may include materials specifically tailored for licensees (e.g. a school board in a school district). NEOLA also provides, through an Update Service, certain modified versions of the Templates for Updates, and upon adoption or approval, licenses revisions that supplement or replace portions of the Board Adopted Editions of Bylaws and Policies or District Approved Editions of Administrative Procedures and Forms. NEOLA also offers an Electronic Publishing Service whereby licensed materials are posted and maintained on the internet by NEOLA for the District.

## III. District Intentions

The District desires, through this Agreement, to contemporaneously:

A. license a modified version of the Templates for Board Bylaws and Policies that will be customized as set forth in Addendum A;
B. license a modified version of the Templates for Administrative Procedures that will be customized as set forth in Addendum A; and

C. subscribe to NEOLA's Electronic Publishing Service, whereby NEOLA will prepare the materials licensed to the District to be posted on the District's website as set forth in Addendum A.

The District acknowledges that the content of NEOLA's Templates is dynamic inasmuch as the passage of new laws and promulgation of new regulations occur continually, and may require revision of the Templates to maintain statutory and/or regulatory compliance. As a result, and in order to protect its investment in the initial license of these materials, the District acknowledges a need to keep the licensed materials current. Accordingly, by entering into this Agreement, the District desires to subscribe to the Update Service, which renews annually as provided below.

## IV. Services

In consideration for the District's performance under this Agreement including, but not limited to, payment of the fees provided in the addendums hereto, NEOLA shall, in accordance with the District's desires stated in Section III – District Intentions above:

A. modify its Templates for Board Bylaws and Policies according to the protocol provided in Addendum A and license, according to the terms herein, a Board Adopted Edition of the Bylaws and Policies;
B. modify its Templates for Administrative Procedures according to the protocol provided in Addendum A and license, according to the terms herein, a District Approved Edition of the Administrative Procedures;
C. publish electronically the materials licensed to the District, according to the protocol provided in Addendum A.

## V. Update Subscription

The District hereby subscribes to NEOLA's Update Service.

NEOLA may, as it deems necessary, prepare revisions or supplements to its Templates. These revisions may be included in Update Templates to Bylaws and Policies and Update Templates to Administrative Procedures and Forms.

Through the Update Service:

Step 1: NEOLA shall provide the District with Update Templates corresponding to the materials licensed by the District. The Update Templates will be published in a Regular Update, which will be typically issued twice per year. Special Updates may be issued between the publication of Regular Updates when NEOLA deems them necessary. The parties acknowledge that the standard rate paid by the District for the Update Service, which is set forth in Addendum A, will not change regardless of the number of Special Updates that are issued. The parties further acknowledge that face-to-face consultation by a NEOLA Associate is not provided for the Special Updates, unless the Corporation requests such face-to-face consultation at the established hourly rate.

Step 2: The designated representative(s) of the District shall consider the revisions contained with the Update Templates and accept or reject the revisions contained therein. For any Regular Update, the District may elect, and NEOLA shall provide, face-to-face consultation with a NEOLA Associate during the selection process. NEOLA will provide four hours of face-to-face consultation without additional charge to the District. If more than six hours of the Associate's time are requested or required, the District will be billed NEOLA's current rate as set forth in Addendum B, Additional Charges, for the additional time. NEOLA is not obligated to provide any face-to-face consultation to the District concerning Special Updates. If the District requests face-to-face consultation regarding a Special Update, the District will be billed NEOLA's current rate as set forth in Addendum B for the consultation.

If, during this step, the District makes revisions to the Templates provided, the revisions will be considered District-specific materials in accordance with Section VI – License below.

The modified versions of the Update Templates will be accessed from the Gadsden County folder that will be available on NEOLA's Virtual Private Network (VPN). The designated staff member(s) will access the update materials and create proposed revisions to Gadsden County's adopted policies using the Track Changes tool in Microsoft Word 2007/2010. Language to be added or revised will be in red, underlined text, and language that is to be deleted will be blue and appear as lined out. These edits will be made to the materials currently licensed to the District as the Board Adopted Edition of the Bylaws and Policies.

Step 3: The District shall email NEOLA's Coshocton office when the revisions and/or additions to the Board Adopted Bylaws and Policies have been adopted by the District and, when applicable, revisions to the District Approved Administrative Procedures have been approved by the District's representative(s). The District shall also provide NEOLA the date of the adoption of the revisions to the Board Approved Bylaws and Policies.

Step 4: Upon receipt of these revisions, NEOLA shall remove the adopted/approved materials from the Gadsden County folder on the VPN, accept the changes made by the District and make any necessary corrections to the formatting of the material, post the adopted/approved materil to the District's policy website, and deliver to the District a Finalized Version of revisions to the licensed materials.

The District will receive benefit of two (2) Regular Updates as well as any Special Updates published during the period covered by those two updates, and these updated policies will be incorporated into the drafts as part of the base price of the Bylaws and Policy Development Service. The only cost associated with these two (2) Regular Updates will be reimbursement of the Associate(s)'s expenses, including mileage at the current IRS rate and meals at the rates set forth in Addendum B, that are related to consultation provided for an update, unless the consultation is provided during a drafting session.

Copyright NEOLA, Inc. 2007 ORG

Beginning with the third Regular Update published after the policy development described in Number 1 of Addendum A begins, NEOLA will invoice the District in June and December of each year for the Update Service, and the District shall pay the invoice within 30 days of receipt. NEOLA shall charge the District its standard rate for the Update Service, for which the current amount is set forth in Addendum B.

Furthermore, the District agrees to pay, when invoiced, for additional products and services and for shipping and handling of all materials, as well as any additional services or materials requested by the District. These charges are set forth in Addendum B. Additionally, the District agrees to pay, when invoiced, for the Associate(s)'s expenses that are related to consultation provided for an update, including mileage at the current IRS rate, meals at the rates set forth in Addendum B, and lodging at the actual cost incurred.

During the term of this Agreement, the District agrees to pay the usual and customary rate for processing documents, as set forth in Addendum B, for requests made by the District for changes to NEOLA materials licensed to the District that are not associated with a Regular or Special Update.

As provided in Section VIII – Termination herein, the District may cancel the Update Service by providing written notice.

## VI. License

NEOLA hereby grants the District a personal, non-exclusive, non-transferable, perpetual license to the District's Board Adopted Editions of the Bylaws and Policies and District Approved Editions of the Administrative Guidelines and Forms consistent with the District's intentions as set forth in Section III – District Intention above.

This license is limited and restricted to those rights that are necessary for the District to conduct its business and are specifically limited and restricted pursuant to the Limitations and Prohibitions provided in Section VII herein.

NEOLA owns all copyrights and other intellectual property rights in the Templates and modified versions thereof including the Board Adopted Edition of the Bylaws and Policies, and District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

NEOLA is not obligated to assign any rights, including copyrights, in any materials to the District. NEOLA specifically retains title and ownership in all copies of the Templates and modified versions thereof including the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

Any "work" made pursuant to this Agreement is not a "work for hire" within the context of Title 17 of the United States Code, and therefore NEOLA retains all ownership in all "works" that it creates. To the extent that the District collaborates in the creation of any work under this Agreement, the District hereby agrees to assign its rights therein to NEOLA except as provided below.

Copyright NEOLA, Inc. 2007 ORG

NEOLA acknowledges that the District maintains all ownership in District-specific materials. District-specific materials include the following:

A. materials from the District's existing materials that the District requests be incorporated during the drafting process;
B. new materials that the District develops in their entirety and exclusive of NEOLA; and
C. additions, revisions, or deletions that depart from NEOLA's Templates.

The District acknowledges that NEOLA does not advocate the use or incorporation of District-specific materials, and, while NEOLA will, at the request of the District, incorporate District-specific materials into the licensed materials, the District acknowledges that it bears all risks associated with the District's decision to request that such District-specific materials be incorporated. NEOLA reserves the right to, but is not obligated to, advise the District to seek its own legal review of District-specific materials.

Should NEOLA choose to use District-specific materials for purposes outside this Agreement, the District hereby grants NEOLA a non-exclusive, perpetual license to use, copy, distribute, prepare derivative works of, publicly perform, and publicly display the District-specific materials. The District, however, may limit or restrict any license of District-specific materials by providing NEOLA a written communication at the time the materials are provided to NEOLA regarding the limitation or restriction.

## VII. Limitations and Prohibitions

A. Copying

The District is hereby granted permission to make and distribute paper copies of the Templates, the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and any intermediary drafts leading thereto, so long as the copies are made for use by the District, or as may otherwise be required by the law, without the express written permission of NEOLA.

All other copying or distributing of any NEOLA material, licensed or otherwise, is expressly prohibited without written consent from NEOLA.

B. No Transferring

The District is prohibited from assigning, licensing, sub-licensing, or otherwise transferring this license in whole or part. Furthermore, the District is prohibited from selling, renting, leasing, or otherwise transferring the Templates or modified version thereof including the Board Adopted Edition of the Bylaws and Policies, the District Approved Edition of the Administrative Procedures and Forms, and all intermediary drafts leading thereto.

Copyright NEOLA, Inc. 2007 ORG

## VIII. Termination

This Agreement is effective upon its signing by both parties.

Either party may elect to terminate or cancel this Agreement at any time. The party wishing to terminate this Agreement must do so by providing notice of its intention in writing to the other party.

If the District wishes to terminate the Update Service, the District must provide written notice of the same to NEOLA on or before November 1 or May 1 of any succeeding year. If the District elects to terminate this Agreement, the District is obligated to pay any and all charges for services rendered before the date of the notification.

If the District elects to terminate this Agreement prior to completing its payment obligations under this Agreement, NEOLA and the District shall jointly determine the amount due and payable by the District based upon materials provided to the District as well as the amount of consultation provided to the District.

Except in the event of a breach by the District, and so long as the District completes its payment obligations under this Agreement, then the District may continue to use, royalty-free, the Board Adopted Edition of the Bylaws and Policies or District Approved Edition of the Administrative Procedures and Forms so long as the use is consistent with terms and conditions provided herein.

Likewise, except in the event of a breach by the District, and so long as the District has made payment for any Finalized Version of revisions obtained under the Update Service, then the District may continue to use, royalty-free, the Finalized Version of the revisions so long as the use is consistent with terms and conditions provided herein.

If NEOLA elects to terminate this Agreement prior to delivery of the licensed materials, a partial refund may be made upon receipt of all drafting materials from the District. If NEOLA elects to terminate this Agreement during the Update Service, then the District may use, royalty-free, the materials as provided by NEOLA so long as the use is consistent with terms and conditions provided herein.

Except in the event of a breach by NEOLA, while the District may continue to use, royalty-free, the materials after termination of this Agreement subject to the terms and conditions herein, NEOLA's obligations under this Agreement will cease upon the termination.

Even if the District has subscribed to NEOLA's Electronic Publishing Service, NEOLA will not be obligated to continue to provide the District electronic access to any materials in the event the District terminates this Agreement.

Copyright NEOLA, Inc. 2007 ORG

## IX. Defenses

NEOLA agrees to provide legal assistance or consultation to the District, its officers, and employees so that the District, its officers, and employees can better defend a third party claim that arises out of NEOLA's alleged failure to license materials that accurately reflect compliance with applicable State or Federal law. Nothing herein, however, obligates NEOLA to provide the sole or primary defense to the District, its officers, and employees. NEOLA may, at its sole discretion, withdraw its assistance in the event that NEOLA determines that its legal assistance is no longer of value to NEOLA or the District, its officers, or its employees. Furthermore, nothing herein obligates NEOLA to provide any defense to the District, its officers, and employees to defend a third party claim that arises out of District-specific materials.

NEOLA shall provide the primary defense to any third party claim of infringement of intellectual property based upon the content of any portion of a NEOLA Template. The Board shall provide the primary defense to any third party claims of infringement of intellectual property based upon any content contributed by the District and subsequently incorporated into a policy that is included in the District's Board Adopted Editions of the Bylaws and Policies.

## X. Limited Liability and Hold Harmless

To the extent permitted by the applicable law, NEOLA will not be liable to the District, its officers, and employees for any third party claim, damage, injury, or cost arising from the following:

A. the District's, its officers', and employees' failure to use or implement the licensed materials, provided that such licensed materials are in compliance with applicable State or Federal law;
B. the District's, its officers', and employees' failure to correctly interpret the licensed materials, provided that such licensed materials are in compliance with applicable State or Federal law; or
C. the District's, its officers', and employees' decision to make substantive changes or revisions to the licensed materials.

Although not obligated, NEOLA may recommend that the District seek its own legal review of any District-specific materials. Whether or not the recommendation is made, the District, its officers, and employees agree that NEOLA has no obligation to verify or approve the accuracy, validity, or completeness of the District-specific materials, and they agree to hold NEOLA harmless for any third party claim, damage, injury, or cost arising from the District-specific materials.

NEOLA shall indemnify and hold the Board harmless for any damages arising from a third party claim of infringement of intellectual property based upon any portion of a NEOLA template. The Board shall indemnify and hold NEOLA harmless for any damages arising from a third party claim of infringement of intellectual property based upon any content contributed by the District and subsequently incorporated into a policy that is included in the District's Board Adopted Editions of the Bylaws and Policies.

Copyright NEOLA, Inc. 2007 ORG

## XI. Confidentiality

Nothing in this agreement obligates either party to disclose confidential information.

Each party acknowledges that, during the term of this agreement, it may inadvertently gain access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products. Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, and/or student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information, will take reasonable precautions to protect the confidentiality of such Confidential Information, and in the unlikely event of an accidental disclosure of confidential information, immediately notify the other party and return or destroy the information as directed by the other party.

.

## XII. Insurance

NEOLA agrees to secure and maintain at all times during the term of this agreement, at NEOLA's expense, Professional Liability Insurance covering NEOLA for all acts or omissions that may give rise to liability for services under this agreement with a $1,000,000.00 limit of liability. All NEOLA staff shall be covered by this insurance, which shall be provided by a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty days written notice to the District. NEOLA shall provide the District with a certificate evidencing such insurance coverage. Further, NEOLA agrees to notify the District within seven business days of any material change in the insurance coverage required to be maintained by NEOLA.

## XIII. General

This agreement is interpreted under Florida law, and, where applicable, Federal law, is severable and divisible, and is enforceable in law or equity.

This Agreement represents the only agreement between the parties with respect to the subject matter described herein. All other prior oral or written agreements respecting this subject matter are superseded. Further, any revisions to this Agreement must be made in writing and approved by both parties.

Copyright NEOLA, Inc. 2007 ORG

***This Agreement is effective as of the date of the last signature of the individuals who have signed below. By their signature, the individuals acknowledge their individual authority to bind their respective party and by their signature so bind their respective party to the duties and obligations defined herein.***

| School Board of Gadsden County | NEOLA, Inc. |
|---|---|
| _____ | _____ |
| signature | signature |
| _____ | Richard N. Clapp, Ph.D. |
| _____ | President/Chief Executive Officer |
| Date:_____ | August 15, 2011 |

*Please note, this Agreement will be considered void if not executed by October 31, 2011.*

Copyright NEOLA, Inc. 2007 ORG

## *Addendum A*
## *Bylaws and Policies Development Service*
## *Administrative Procedures Development Service*
## *Electronic Publishing Service*

Barring unforeseen circumstances, the NEOLA Associates who will work with the District during implementation of the policy development and administration procedures development phases of this project will include Dr. Richard Clapp and Mr. Tom Young, Esquire. They may be assisted from time to time by Miss Amanda J. Clapp, Esquire, Mr. Patrick Corbett, and/or Mrs. Frances St. James.

Included in this contract are up to sixty (60) hours of face-to-face consulting time during which the District's staff will meet with [a] NEOLA Associate(s) to develop the bylaws and policies and administrative procedures. Except for unusual circumstances, at least two Associates are present during each work session. Regardless of the number of Associates present at work session, only the time required for that meeting will be counted towards the sixty (60) hours of consulting provided by this contract. If the District prefers two drafting teams to work simultaneously, requiring at least one Associate to meet with each group, then the time spent in each meeting is counted towards the sixty (60) total hours of consulting time. Furthermore, if more than sixty (60) hours of consulting time are required to complete the bylaws and policies and the administrative procedures, i.e. numbers 1 and 2 below, the District will be billed the hourly rate for additional consultation that is set forth in Addendum B.

Also included in the base price of this license agreement is up to one hundred eighty (180) hours of processing time so that the modified templates and any District-specific materials, as defined in Section VI – License, developed during the drafting process can be processed by NEOLA's production staff. If more than one hundred eighty (180) hours is required to process the modified templates and District-specific materials, the District will be billed the hourly rate for processing set forth in Addendum B.

### 1. Policy Development

The Board Approved Edition of the Bylaws and Policies that is licensed to the District will be developed as follows:

Step 1: The Board shall designate a representative who will coordinate the District's involvement in the development process. The District shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement. The District's representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement.

Copyright NEOLA, Inc. 2007 ORG

During this initial consultation, the District's representative and the NEOLA Associate shall do the following:

A. develop a timeline for the project in accordance with NEOLA's standard procedures for such timelines;

B. identify the degree to which the Board will be involved in the sessions described in Step 3 below;

C. identify any additional, key individuals who shall also participate in the sessions described in Step 3 below;

D. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and

E. reduce the timeline and schedule to writing.

The schedule will provide for the work to be accomplished in up to fifteen or sixteen sessions.

No later than this initial consultation, the District shall provide its current bylaws and policies in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA's Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have been approved, the parties hereby agree that the approved timeline and schedule shall be incorporated herein as Appendix A, and the terms thereof shall operate as terms and conditions herein.

Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions so that NEOLA's templates can be reviewed and choices provided in the templates can be considered. These materials will be accessed from the District's folder on NEOLA's Virtual Private Network (VPN).

As set forth in Section VII of the License Agreement, District specific material can be incorporated into a NEOLA policy template, added as an additional policy to those offered by NEOLA, or used as a replacement for a NEOLA policy template.

As set forth in Section V of the License Agreement, the District will receive benefit of two (2) Regular Updates as well as any Special Updates published during the period covered by those two updates, and these updated policies will be incorporated into the drafts as part of the base price of the Bylaws and Policy Development Service.

Copyright NEOLA, Inc. 2007 ORG

Step 4: The NEOLA templates will be modified, as described herein, using the Track Changes tool in Microsoft Word 2007/2010 into a First Draft of the District's new Board Bylaws and Policies Manual. At the District's request, NEOLA shall access the files in the District's *First Draft Policy* sub-folder in the District's folder available on NEOLA's VPN, duplicate the materials therein, and ship to the District ten (10) copies of material as the First Draft. Additional copies of the First Draft are available at the cost set forth in Addendum B.

Step 5: The appropriate District personnel shall review the material in the *First Draft Policy* sub-folder and use the Track Changes tool in Microsoft Word 20007/2010 to insert any text that is to be added in red, underlined text and show any text that is to be deleted in blue, lined out text. The First Draft material to which edits have been made will be saved in the *Second Draft Policy* sub-folder accessible on the VPN.

Step 6: Upon receiving notification from the District that additional edits have been made to the First Draft material, the NEOLA Associate(s) will review the material in the *Second Draft Policy* sub-folder, and contact the District's representative to discuss the desired changes, if necessary. After this review, NEOLA will prepare another draft of the District's Board Bylaws and Policies Manual that reflects the most current version of each policy, post that draft in the *Final Draft Policy* sub-folder, and return two (2) hard copies to the District for final review, if desired. Additional copies of the *Final Draft Policy* are available at the cost set forth in Addendum B.

Step 7: The appropriate District personnel shall review the draft that has been posted in the *Final Draft Policy* sub-folder. If no additional revisions are needed, the draft in the *Final Draft Policy* sub-folder should be reviewed with the Board of Education in workshops.

If any additional revisions are deemed necessary as a result of the Board workshops, the District shall note in the same manner as in Step 5 and post the revised policies only to the *Final Draft Policy, Board Edits* sub-folder on NEOLA's VPN.

If desired, NEOLA shall duplicate the revised material in the *Final Draft Policy, Board Edits* sub-folder and return them to the District. Upon receipt of the replacement policies that reflect these revisions, the District should review the material and notify NEOLA if these materials are accurate.

Step 8: Upon notification that the materials from the *Final Draft Policy, Board Edits* sub-folder are accurate, clean copies of the material in the *Final Draft Policy* and the *Final Draft Policy, Board Edits* sub-folders will be posted to the *Draft for Adoption* sub-folder.

Step 9: Upon notification that the material has been posted to the *Draft for Adoption* sub-folder, the District shall proceed with the adoption of the new policy manual in accordance with the process set forth in Chapter 120 of the Florida Statutes.

Copyright NEOLA, Inc. 2007 ORG

Step 10: After Board adoption of the material in the *Draft for Adoption*, the District shall notify NEOLA of the date of adoption by the Board of Education. NEOLA will then prepare the Board Adopted Edition of the Bylaws and Policies, post the adopted version of the District's policies and bylaws to the website NEOLA will establish and maintain for the District, and duplicate and ship two (2) copies of the adopted manual within four weeks of the date that NEOLA's Coshocton office was notified of Board adoption of the new policy manual.

## 2. Administrative Procedures Development

The District Approved Edition of the Administrative Procedures that is licensed to the District will be developed as follows:

Step 1: The Superintendent shall designate a representative who will coordinate the District's involvement under this Agreement. The District shall notify NEOLA of this representative no later than four weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later. The District's representative shall confer with a NEOLA Associate no later than eight weeks from the effective date of the License Agreement or Board adoption of the Board Adopted Edition of the Bylaws and Policies, whichever is later.

During this initial consultation, the Superintendent's representative and the NEOLA Associate shall do the following:

A. develop a timeline for the project;

B. identify the key administrative staff members who will participate in the sessions described in Step 3 below;

C. develop a tentative schedule of the sessions that will be facilitated by the NEOLA Associate; and

D. reduce the timeline and schedule to writing.

The schedule will provide for the work to be accomplished in fifteen to sixteen sessions.

No later than this initial consultation, the District shall provide its current Procedures, procedures, and/or regulations in hard copy and, if possible, an electronic copy in Microsoft Word for Windows, IBM compatible.

Step 2: The NEOLA Associate will submit the timeline and schedule to NEOLA's Stow Office for review (modification, if necessary) and approval. Upon notification from NEOLA that the timeline and schedule, or any modifications thereto, have been approved, the parties hereby agree that the approved timeline and schedule shall be incorporated herein as Appendix B, and the terms thereof shall operate as terms and conditions herein.

Copyright NEOLA, Inc. 2007 ORG

Step 3: In accordance with the approved timeline, the designated staff members shall meet with the NEOLA Associate for the scheduled sessions.

NEOLA will provide copies of its templates for Administrative Procedures for the District's consideration during this process. The NEOLA Associate will be available, in accordance with the timeline and schedule developed in Step 2 above, to consult with the appropriate administrators as they make selections from the Templates or as they revise current District procedures that correspond to policies that have been adopted by the Board.

As set forth in Section VII of the License Agreement, District specific material can be incorporated into a NEOLA template for an administrative procedure, added as an additional procedure to those offered by NEOLA, or used as a replacement procedure in place of a NEOLA template.

Step 4: The NEOLA templates or the District's current procedures will be modified using the Track Changes tool in Microsoft Word 2007/2010 into a First Draft of the District's Administrative Procedures Manual. At the District's request, NEOLA shall access the files in the District's *Administrative Procedures First Draft* sub-folder in the District's folder available on NEOLA's VPN, duplicate and ship to the District up to ten (10) copies of material as the First Draft. Additional copies of the First Draft of the Administrative Procedures Manual are available at the cost set forth in Addendum B.

Step 5: The appropriate District personnel should review the material in the *Administrative Procedures First Draft* sub-folder and, if further edits are needed or desired, use the Track Changes tool in Microsoft Word 20007/2010 to insert any text that is to be added in red, underlined text and show any text that is to be deleted in blue, lined out text. The First Draft material to which edits have been made will be saved in the *Administrative Procedures Second Draft* sub-folder accessible on the VPN.

At the District's request, if further edits are made to the First Draft material, NEOLA's production staff will access the files in the District's *Administrative Procedures Second Draft* sub-folder in the District's folder that is available on NEOLA's VPN, duplicate and ship to the District up to ten (10) copies of the First Draft material to which further edits have been made so that District staff can review them in hard copy, if they so desire. Additional copies of the First Draft material to which further edits have been made are available at the cost set forth in Addendum B.

Copyright NEOLA, Inc. 2007 ORG

Step 6: If further edits are not necessary to the material in the *Administrative Procedures First Draft* sub-folder, the administrative procedures included in the sub-folders for each section in the *Administrative Procedures First Draft* sub-folder can be submitted to the Superintendent for approval.

If additional edits are made to the material in the *Administrative Procedures First Draft* sub-folder and if those edits that were saved to the *Administrative Procedures Second Draft* sub-folder are acceptable to District staff, NEOLA's production staff will, at the District's request,

1. accept the edits made to the selected first draft material,

2. post the second draft policies to the *Administrative Procedures Final Draft* sub-folder, and

3. export the first draft material to which no edits were suggested from the *Administrative Procedures First Draft* sub-folder to the *Final Draft* sub-folder so that a complete set of the proposed Administrative Procedures Manual is located in the *Administrative Procedures Final Draft* sub-folder.

These materials should then be submitted to the Superintendent for final approval.

Step 7: Upon written notification from the Superintendent that the material in the *Administrative Procedures Final Draft* sub-folder has been approved, NEOLA's production staff will prepare the District Approved Edition of the Administrative Procedures, post a copy of the material to the policy website and create the links between policies and administrative procedures, and will return one master copy to the District.

## 3. Forms

NEOLA will provide, at no additional charge, a license to use NEOLA's Forms that complement the templates for Administrative Procedures and will post the standard forms to the policy website and create the links to the policies and procedures. This license is consistent with the privileges and obligations provided with the other licenses being granted to the District.

If the District chooses to customize the forms (e.g., add the District name and logo) or to substitute current District forms for selected standard NEOLA forms, the cost incurred shall be for the time required to process these changes and/or format the current District forms. The cost for this additional processing time shall be at the horly rate set forth in Addendum B.

Copyright NEOLA, Inc. 2007 ORG

## 4. Electronic Publishing Service

The electronic publishing of NEOLA's materials that are licensed to the District, as set forth below, will be completed within two (2) weeks of NEOLA's receipt, in their Stow office, of the District's written authorization to proceed.

Step 1: As authorized to do so by the District, NEOLA will format and upload the NEOLA materials licensed to the District's web site.

Step 2: Upon completion of Step 1, NEOLA will notify the District, in writing, that their licensed materials have been posted.

Step 3: In accordance with the Update Service, NEOLA will also post Finalized Versions of revisions to NEOLA materials licensed to the District.

When the Board Adopted Edition of the Bylaws and Policies has been posted on-line, NEOLA will provide only *two (2) printed copies of the updated documents* for the District's two master copies of the Board Adopted Edition of the Bylaws and Policies. If the District chooses to maintain more than two (2) hard copies of this manual, the District must notify NEOLA of the number of additional copies of the updated documents that are desired. These additional copies of the updated documents will be invoiced at the copy charge set forth in Addendum B, Additional Charges.

When the District Approved Edition of the Administrative Procedures has been posted on-line, NEOLA will continue to provide one printed copy of the updated documents for the District's master copy of the District Approved Edition of the Administrative Procedures. If the District chooses to maintain more than one hard copy of this manual, the District must notify NEOLA of the number of additional copies of the updated documents that are desired. These additional copies of the updated documents will be invoiced at the copy charge set forth in Addendum B, Additional Charges.

As part of the contract price, NEOLA shall provide, upon adoption of the Board policies developed as described in Section 1, entitled Policy Development, of Addendum A of this License Agreement, an archival copy of all of the District's materials in Microsoft Word for Windows. Furthermore, NEOLA shall provide an updated archival copy of all of the District's materials in Microsoft Word for Windows after administrative approval of the Administrative Procedures developed as described in Section 2, entitled Administrative Procedures Development, of Addendum A of this license agreement. The District shall keep all archival copies in a secure location, and may access an archival copy, without written authorization from NEOLA, only if such access is required by law, or unless and until the License Agreement between the District and NEOLA has been terminated as provided therein.

At the request of the District, NEOLA shall provide an updated archival copy of all of the District's materials in Microsoft Word for Windows after each update has been processed and posted to the web site, and the District agrees to pay the fee set forth in Addendum B, plus shipping and handling, for each successive archival copy requested and received.

Copyright NEOLA, Inc. 2007 ORG

The District's NEOLA web site will be hosted on multiple servers, and all changes to the District's documents on that web site will be made by NEOLA personnel. NEOLA retains all proprietary rights associated with the electronic publishing of the District's documents.

Beginning when the Board Adopted Edition of the Bylaws and Policies and continuing for as long as this agreement is in effect, NEOLA shall use commercially reasonable efforts to keep access to all necessary links available on a 24-hours per day, 7-days per week basis, subject to scheduled downtime for maintenance purposes. Any such downtime shall be scheduled at times that minimize impact to the district.

NEOLA's obligation to electronically publish the materials licensed from NEOLA is subject to the District maintaining its subscription to the Update Service. NEOLA reserves the right to and may cease electronic publication of the licensed materials if the District fails to maintain its subscription to the Update Service.

## 5. Payment

In consideration for the License to the Board Adopted Edition of the Bylaws and Policies, NEOLA's consultation, and other good and valuable consideration provided by NEOLA, the District shall pay NEOLA $22,995.00. Payments will be made based upon deliverables received per the mutually agreed implementation schedule. Invoices will be submitted to and approved by the Superintendent or his designee. Terms are net 30 days after receipt of invoice. The first invoice under this agreement will be issued by NEOLA no sooner than ninety days after this license agreement is executed by the District. The schedule of invoices shall be as follows:

- ❑ $2O95.00 three (3) months after execution of this Agreement.
- ❑ $1900.00 six (6) months after execution of this Agreement.
- ❑ $1900.00 nine (9) months after execution of this Agreement.
- ❑ $1900.00 twelve (12) months after execution of this Agreement.
- ❑ $1900.00 fifteen (15) months after execution of this Agreement.
- ❑ $1900.00 eighteen (18) months after execution of this Agreement.
- ❑ $1900.00 twenty-one (21) months after execution of this Agreement.
- ❑ $1900.00 twenty-four (24) months after execution of this Agreement.
- ❑ $1900.00 twenty-seven (27) months after execution of this Agreement.
- ❑ $1900.00 thirty (30) months after execution of this Agreement.
- ❑ $1900.00 thirty-three (33) months after execution of this Agreement.
- ❑ $1900.00 thirty-six (36) months after execution of this Agreement.

The District agrees to pay for consulting time that exceeds the sixty (60) hours provided for the drafting processes described in Sections 1 and 2 of this Addendum or for consulting time that exceeds the three (3) hours provided for the Update Service described in Section V of the License Agreement. The District will be billed for the time spent by each Associate who participates in the drafting sessions at the hourly rate for additional consulting set forth in Addendum B.

Copyright NEOLA, Inc. 2007 ORG

The District agrees to pay the hourly rate for processing documents that is set forth in Addendum B, Additional Charges, for the time that exceeds the one hundred eighty (180) hours included in the base price of this license agreement for processing modified templates, current policies, current procedures and/or original material for either policies or procedures requested by the District.

In addition, the District agrees to pay for the Associates' expenses for all meetings scheduled to complete the work described in Numbers 1 and 2 above or the meetings scheduled to complete the work related to the update service described in the License Agreement, including mileage reimbursement at the current IRS rate, meals at the rate set forth in Addendum B, and, if necessary, lodging at the actual cost incurred.

Furthermore, the District agrees to pay, when invoiced, for additional products and services, as described herein, and for shipping and handling of all materials, as well as any additional services or materials requested by the District. These charges are set forth in Addendum B.

If Board approval is given later than October 31, 2011, or should other budgetary or timeline restrictions become necessary by the District, these pay terms may be amended, as mutually agreed, via a contract Addendum signed by NEOLA and the District's Purchasing Agent.

Further, should the District require less than the sixty (60) hours of face-to-face consultation included in the contract price to complete the work described in Section1, Policy Development, and Section 2, Administrative Procedures Development, the final payment shall be reduced by an amount equal to the number of hours not used times the hourly rate for additional consulting that is set forth on the version of Addendum B in effect on June 1, 2011.

***The undersigned acknowledge that this is an Addendum to a License Agreement with NEOLA, Inc. and by his/her signature, acknowledges his/her individual authority to bind the Board of Education to the duties and obligations defined herein.***

| School Board of Gadsden County | NEOLA, Inc. |
|---|---|
| _____ | _____ |
| signature | signature |
| _____ | Richard N. Clapp, Ph.D. |
| _____ | President/Chief Executive Officer |
| Date: _____ | August 15, 2011 |

Copyright NEOLA, Inc. 2007 ORG

The following information is needed for our records. Please provide this information now, if possible.

Contact Person/Title_____

Telephone Number_____

His/Her E-Mail Address_____

District Web Site Address_____

*Please note, this Agreement will be considered void if not executed by October 31, 2011.*

Copyright NEOLA, Inc. 2007 ORG

# Addendum B: Schedule of Additional Charges

The charges for NEOLA's additional products and services are as follows:

| | | |
|---|---|---|
| A. | Subscription to Update Service | $1,250.00 per update |
| B. | Hourly rate for consultation in excess of the time provided in conjunction with the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or the Update Subscription | $ 175.00 per hour |
| C. | Hourly rate for any additional processing as required during the Bylaws and Policy Development Service, Administrative Procedures Development Service, and/or in conjunction with the Update Subscription | $ 35.00 per hour |
| C. | Hourly rate for posting documents to the District's NEOLA Policy website that are not in conjunction with the Update Subscription | $ 75.00 per hour |
| D. | Per draft cost for additional copies of any draft or Finalized Edition of the Bylaws and Policies, Administrative Procedures, and/or Update Templates in excess of the number provided pursuant to this Agreement and any Addendums thereto | $ 30.00 per manual |
| E. | Per book cost for additional copies of Board Approved Editions of the Bylaws and Policies or District Approved Editions of the Administrative Procedures in excess of the number provided pursuant to this Agreement and any Addendums thereto | $ 30.00 per manual |
| F. | Additional per unit cost for D or E above if provided in a notebook with tabs | $ 15.00 per manual |
| G. | Per page cost for copying any excess materials requested by the District | $ 0.05 per page |
| H. | Shipping and handling, per shipment | $ 6.00 plus actual UPS charges |
| I. | Annual maintenance fee for electronic publishing | $ 750.00 per year |
| J. | Mileage | @ current IRS rate |
| K. | Archival copy of an updated version of the Board Approved Edition of the Bylaws and Policies & District Approved Edition of the Administrative Procedures | $ 250.00 per copy plus shipping and handling per H above |
| L. | Expenses – Breakfast (if required to leave before 6:00 a.m.)<br>Lunch<br>Dinner (if travel extends beyond 8:00 p.m.) | $ 10.00 per person<br>$ 15.00 per person<br>$ 25.00 per person |

NEOLA reserves all rights to modify any of the scheduled prices above.

*These prices are effective as of June 1, 2011.*

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8c

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Contract between The School Board of Gadsden County, Florida and Catapult Learning, LLC.

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

Approval is requested of the 2011-2012 Contractual Agreement between The School Board of Gadsden County, Florida and Catapult Learning, LLC. Catapult Learning, LLC will provide an Extended Day Program for reading at East Gadsden High School.

**FUND SOURCE:** Federal Programs (431262S)

**AMOUNT:** $24,750.00

**PREPARED BY:** Rose Raynak

**POSITION:** Director of Federal Programs

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10/04/11

**PURCHASE ORDER NO.** 181633

**35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351**
**PHONE (850) 627-9651 FAX (850) 627-2760**
**www.gcps.k12.fl.us**

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

| **VENDOR** VC04780000 | **SHIP TO THIS ADDRESS** |
|---|---|
| CATAPULT LEARNING, LLC | FED PRGMS-SCHOOL BOARD GADSDEN |
| | 35 MARTIN LUTHER KING JR BLVD |
| ATLANTA GA 311932300 | QUINCY FL 32351 |

PRINCIPAL / SUPERVISOR COMPTROLLER SUPERINTENDENT

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | ATTN: RUSE RAYNAL - DM | | |
| 1 | | CONTRACTUAL SERVICES TO INCLUDE EXTENDED DAY PROGRAM FOR READING AT EGH SEE ATTACHED CONTRACT | 24750.00 | 24750.00 |

PAY TERMS: NET 30 TOTAL 24,750.00

. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.

. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.

. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 24,750.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 032 | 6400 | 310 | 0071 | 431262S | | 24750.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



VENDOR

Note: This Sole Source Certification will become a public document, open to public inspection; therefore, you should be certain all material facts are true, relevant and clearly understandable.

## SCHOOL BOARD OF GADSDEN COUNTY
## SOLE SOURCE CERTIFICATION

***Sole Source means that the item/service is unique and that the vendor is the only one from whom the item/service can be provided. Best Price alone cannot be used for sole source. If the item/service is available from more than one source of supply, best price must be determined through the competitive bid process.***

A. Sole Source Vendor Company Name, Contact Person, Address, Telephone, Fax Number and Email.
Catapult Learning, LLC
2 Aquarium Drive Suite 100
Camden, New Jersey 08103
856-831-7909

B. Describe in lay language, what the item/service is and how it is to be used.
Catapult is a structured reading intervention requiring the placement of a training specialist from the company in the classroom with a trained and certified teacher to provide interventions to the lowest performing students in the largest Tier I high school.

C. What feature or special condition of this item/service is unique and cannot be obtained from any other source?
The practices and strategies are unique to the intervention and are protected by intellectual copyright.

D. Is this product being purchased directly from the manufacturer? yes
E. If no, it is available from more than one dealer? If available from more than one deal, why can this item not be bid? N/A

F. Prior to submitting this requisition, did you investigate other possible sources? yes
If Yes:
1) Did you obtain quotes from other sources? There were none to be found who had the particular strategies combined with teaching techniques and classroom support for a service of this sort.
2) If this Vendor's price lower than other sources –
It is reasonable and competitive for services to be provided
3) If No, please justify the additional cost. N/A

G. Other Sole Source comments or explanations.
This service is aligned with the District Instructional and Professional Development goals and is a requirement of Differentiated Accountability, School Improvement, and other federal grants

*I/We, the undersigned, certify the above to be true and correct to the best of my/our knowledge and belief and the user and/or undersigned does not have a financial interest in the above named vendor.*

Purchaser

10/12/11
Date

**School Board of Gadsden County, Florida**
**CONTRACTUAL AGREEMENT**
**Fiscal Years: 2011-2012**

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Catapult Learning, LLC** a consultant with his principal place of operations at 2 Aquarium Drive, Ste 100, Camden, NJ 08103, herein referred to as "CONTRACTOR". The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and Gadsden County Public Schools.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

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

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

## ARTICLE 2. SCOPE OF SERVICES

### DESCRIPTION OF PROFESSIONAL SERVICES

1. Upon the terms and conditions set forth herein, CONTRACTOR shall provide an Extended Day Program for reading (the "Program") at East Gadsden High School. Services shall be provided during the term of this Agreement, by qualified staff utilizing CONTRACTOR's proprietary systems, methodology and curriculum. A more detailed Scope of Services for the Program and a list of the eligible service sites is provided in Attachment A.
2. A qualified instructor, trained by CONTRACTOR regarding the Catapult program, shall test each student at the start and during the Catapult instructional program, utilizing standard Catapult program assessment instruments and a Catapult diagnostic assessment model. The results of the assessments will be provided to the RECIPIENT and an appointment will be scheduled to discuss the results. The testing administered by CONTRACTOR shall constitute two-four hours of service for each student tested.
3. Following initial diagnostic testing, teachers in consultation with and under the guidance of CONTRACTOR'S staff shall develop and prepare for each student enrolled into the Catapult program a prescriptive instructional program.
4. Teachers, in consultation with and under the guidance of CONTRACTOR'S staff, shall schedule and be prepared and staffed to provide a total of 36 hours of service, including instruction and testing, during the academic school year. Additional summer school services will be provided as described in Attachment A.
5. Students shall be placed in an instructional program as determined by CONTRACTOR, School recommendations and RECIPIENT testing.

6. Students will attend the Catapult Program at least 3 hours per week during the school year. A student schedule will be jointly developed by a Catapult Manager and School principal. This plan will provide the necessary structure to ensure that students have the opportunity to attend the Catapult Program on a fixed schedule to receive a total of 36 hours of service, including instruction and testing, during the academic school year. The instruction will be delivered before post testing occurs.
7. If for any reason a student is moved out or leaves the program, an alternate student may be added to the program. Any student who does not receive at least twenty (20) hours of instruction will not be included in the aggregate Program performance analysis in the End of Program report.

**CONTRACTOR RESPONSIBILITIES**

1. CONTRACTOR will provide teachers in the quantity and with the qualifications to provide the Program and associated services as described in Attachment A. The teachers shall remain CONTRACTOR'S employees when delivering Catapult services as described in Appendix A, subject to CONTRACTOR'S ultimate control and authority, including on issues of personnel conduct, discipline and termination.
2. CONTRACTOR will provide curriculum materials in quantities necessary to instruct the students enrolled in the program subject to the maximum program capacity. Consumable materials are replaced by CONTRACTOR each year for use by the enrolled students. Non-consumable materials (reusable texts) are collected by CONTRACTOR at the end of each year of the Program for use the following year. Catapult proprietary materials including, but not limited to, student anthologies, training manuals and teacher manuals, will remain Catapult property at all times and may not be used by the RECIPIENT outside of the scope and term of this Agreement. Upon termination of the program, all Catapult proprietary materials will be removed from the schools by CONTRACTOR.
3. CONTRACTOR will provide an End-of-Program Report ("Program Report") including a cumulative summary of the students served, the overall gains of students, and the parent and school staff interactions throughout the school year. CONTRACTOR shall deliver the Program Report to the RECIPIENT and School Principal within one hundred twenty (120) days after the end of the school year. A more detailed description of the Program Evaluation is provided in Attachment B.
4. Student Records "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. CONTRACTOR shall maintain the confidentiality of all students' records in compliance with applicable federal and state laws. CONTRACTOR will hold student records for a period of five (5) years or until the Program ends, whichever is longer.
5. CONTRACTOR will train teachers working in the Program. The training schedule will be determined by CONTRACTOR based on the combined input of CONTRACTOR and RECIPIENT.
6. CONTRACTOR will manage the Program, provide ongoing training and support for the Program, and provide curriculum and other updates to Program personnel.
7. CONTRACTOR will complete one Quality Assurance Review (QAR) of the Program annually.

**RECIPIENT RESPONSIBILITIES**

1. The RECIPIENT understands that CONTRACTOR has a substantial interest and role in overseeing and maintaining the quality of the Catapult Program. In that regard, the

Principal will consult with CONTRACTOR and reasonably consider CONTRACTOR'S input and recommendations on the selection of students for participation in the Program. The Principal will adhere to all responsibilities set forth herein in order to assist CONTRACTOR in ensuring the quality of instructional services delivered, which is material to the satisfactory performance of the contract.

2. In order to facilitate clear and effective evaluations of the Catapult program, the Superintendent shall authorize the Principal to release Catapult students' testing results to CONTRACTOR. The Principal shall provide background information on the District tests, such as technical manuals, teacher guidebook, test objectives and item alignments.
3. The Principal will provide CONTRACTOR with a list of students to be enrolled in the Program no later than thirty (30) days prior to the scheduled Program start date. Along with the student names, the list will include grade, official student identification number or code, and most recent test scores.
4. The Principal will assign a maximum of 45 students to the Program. The average instructional group size is 15 students.
5. The Principal will provide classrooms at the school dedicated to the Program with at least 50 square feet of classroom space per student. For example, if 24 students are being served concurrently in a single classroom, the classroom must be at least 1,200 square feet to accommodate the total number of students. CONTRACTOR'S approval will be required if the Principal cannot accommodate students in a single room at the school being served.
6. The Principal shall be responsible for ensuring attendance of all students in the Catapult program during the term of this Agreement.

**STATUS CHANGES**

CONTRACTOR shall inform the RECIPIENT of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc. In addition, the RECIPIENT shall inform CONTRACTOR of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in School District or school administration, decrease in original funding source, etc. In the case of a change in school administration, specifically a change in school principal, the RECIPIENT shall schedule a meeting with Catapult Management and the new Principal within sixty (60) days of the start of his tenure.

**ARTICLE 3. DURATION OF AGREEMENT**

(a). This AGREEMENT shall begin on November 7, 2011 and end on June 30, 2012 unless earlier terminated and contingent upon the approval and funding by the Florida Department of Education.

**ARTICLE 4. DEFINITIONS**

| Term | Definition |
|---|---|
| **Advance** | means a payment made by Treasury check or other appropriate payment mechanism to a Consultant or CONTRACTOR upon its request either before outlays are made by the Consultant or through the use of predetermined payment schedules. |

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

**ARTICLE 5. PAYMENT**

(a). In consideration of the services, materials and equipment provided by CONTRACTOR as described herein, the RECIPIENT shall pay CONTRACTOR Twenty Four Thousand Seven Hundred Fifty and 00/100 **($24,750.00)** in eight (8) equal installments of Three Thousand Ninety Three and 75/100 ($3,093.75). The first installment shall be due thirty (30) days after the commencement of services and each month thereafter. The eighth and final installment shall be due no later than June 30, 2012. CONTRACTOR may assess late payment charges equal to one and one-half percent (1.5%) per month or portion thereof that any amount payable by the School LEA hereunder remains outstanding after payment thereof is due.

RECIPIENT shall pay the CONTRACTOR upon the receipt of invoices from the CONTRACTOR that will include documentation describing the services that were rendered by the

CONTRACTOR in support of the project for the period that the invoice covers. The invoice will document the services provided and will include all the relevant data for school year 2011-2012 in a summative report on goals and objectives met along with recommendations and any other support materials necessary to provide the agreed upon services. The invoices will document the work performed, and timeframe in which work occurred, including date, time and the number of hours worked. The invoice will require a minimum of fourteen (14) days to be processed for payment after it has been approved for payment by the Office of Federal Programs and the District Finance Office. In full and complete compensation for all services provided by CONTRACTOR under this AGREEMENT, Gadsden County shall pay to Catapult Learning, LLC the total amount of $24,750 for services rendered as described under the Scope of Services. Catapult Learning will invoice the RECIPIENT. The invoices shall be prepared and addressed to: Rose Raynak, Director of Federal Programs. Checks will be made payable to Catapult Learning, LLC and mailed to the agency office. The invoices should be sent in monthly after completion of the activities listed under the Scope of Services.

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

(c). The total cost of the AGREEMENT is $24,750 to provide services.

**ARTICLE 6. PUBLIC RECORDS**

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

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

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

**ARTICLE 8. TERMINATION OF AGREEMENT**

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least sixty (60) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination. In the event either party elects to terminate this Agreement Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall

include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice. Upon termination, the RECIPIENT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination.

**ARTICLE 9. AMENDMENTS**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**ARTICLE 10. INDEPENDENT CONSULTANT**

The CONTRACTOR is an independent business owner and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. CONTRACTOR shall be acting as independent business owner in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law.

**ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

**ARTICLE 12. INDEMNIFICATION**

The RECIPIENT shall defend, indemnify and hold harmless CONTRACTOR against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which CONTRACTOR may be subject by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by the RECIPIENT, its agents, employees, or assigns, in the execution or performance of this Agreement. CONTRACTOR shall defend, indemnify and hold harmless the RECIPIENT against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special or punitive damages) to which the RECIPIENT may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

**ARTICLE 13. INSURANCE**

Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this AGREEMENT. CONTRACTOR will maintain and keep in force such insurance as Compensation, Liability, and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the RECIPIENT from any other claims for damages for personal injury, including death, and claims for damages to any property of the RECIPIENT or of the public, which may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by any of them. CONTRACTOR shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars ($1,000,000.00) for injuries sustained by any one person and Two Million Dollars ($2,000,000.00) for injuries sustained by two or more persons in any one accident. The amount of property damage insurance shall not be less than One Million Dollars ($1,000,000.00). The RECIPIENT will maintain and keep in force such insurance as Compensation, Liability, and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and CONTRACTOR from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the School District or by any subcontractor or anyone directly or indirectly employed by any of them. Upon request, both parties shall exchange proofs of the insurances.

**ARTICLE 14. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt. Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

**FOR THE SCHOOL DISTRICT:**
Director of Federal Programs
Rose Raynak
Gadsden County Schools
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351
Telephone: (850) 627-9651

**FOR CATAPULT LEARNING:**
Contracts Department
Toby Shelton
Catapult Learning, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

**ARTICLE 15. ADMINISTRATION OF AGREEMENT**

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

**ARTICLE 16. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

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

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18: MISCELLANEOUS**

**Force Majeure--** Neither party will be liable to the other party hereunder or in default under this agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

**No Agency--** Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

**No Waiver**-- No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Publicity**--Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.

**Number and Gender**--Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.

**ARTICLE 19. ENFORCEMENT**

Jurisdiction for enforcement of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida and shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. In providing all services under this Agreement, CONTRACTOR shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the RECIPIENT by federal and/or state agencies providing funding to the RECIPIENT for the purchase of CONTRACTOR'S services.

This Agreement will be binding upon the parties hereto and their respective successors and assigns. IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Kathleen Donovan, Chief Financial Officer, Catapult Learning, LLC have executed this AGREEMENT.

| | |
|---|---|
| Kathleen Donovan<br>Chief Financial Officer | 9-29-11<br>Date |
| Dr. Kimball Thomas, Principal<br>East Gadsden High School | Date |
| Reginald C. James<br>Superintendent of Schools | Date |

# ATTACHMENT A: SCOPE OF SERVICES

The program will include the following:

**2011-2012 EXTENDED DAY PROGRAM**

- **Program Length**: 36 hours of instruction per student
- **Number of Students:** 45 (3 classes of 15 students)
- **Site:** East Gadsden High School
- **Student to teacher ratio:** 15:1
- **Grades Served:** 10th
- **Expected Start Date:** November 7, 2011

# ATTACHMENT B: END OF PROGRAM REPORT

An End of Program report will be provided to the RECIPIENT. The report will include:

- Summary of services provided, with a list of key supervisory/management personnel
- Number of students served, by school and service.
- Program timeline listing start and end dates along with key dates for special events including training, testing windows, field trips, parent-engagement activities.
- Student Academic Outcomes: Measurement of gains in served subjects, reported as the mean normal-curve-equivalent gain at each school and rolled up to the RECIPIENT level as appropriate. Per the RECIPIENT's specification, and contingent on receipt of an official student demographic data file from the RECIPIENT, the gains can be aggregated according to NCLB categories such as ELL/LEP, Economic Disadvantage, Special Education status, and student ethnicity.
- Summary of Stakeholder Satisfaction Survey results. At a minimum, principals of participating schools are asked to complete an 8-item survey rating overall satisfaction, likelihood of recommending the program, effectiveness of communication, effectiveness of program in responding to school needs, competence of Catapult Learning management staff, competence of Catapult Learning teaching staff, and alignment with state standards. Teacher, student and parent survey protocols are also available and can be deployed per the RECIPIENT's specification. Because we guarantee confidentiality, survey results are only reported in aggregate at the RECIPIENT level.
- On request, Catapult Learning can provide at the time of End of Program reporting an electronic student-level file containing attendance and pre- and post-test scores.

**Student Data**

Catapult Learning will collect and maintain student-level records of program enrollment, attendance and pre-test and post-test scores. Catapult Learning respects student privacy and will comply with RECIPIENT policies and state and federal law, including FERPA.

In order to accurately report student data, Catapult Learning requires the RECIPIENT to provide an electronic file (in a spreadsheet or delimited text file format) with records for each student at or before program startup. Fields should include student last, middle and first name, school, grade level, ELL/LEP indicator, Special Ed indicator, Economic Disadvantage indicator, and student ID. Optionally, including the students' most recent state standardized test results in math and language arts will be helpful both for diagnostic/placement purposes and for the eventual assessment of program effectiveness. If the RECIPIENT prefers, and is willing to maintain the crosswalk, Catapult

Learning can use an alternate/pseudo ID number for our record-keeping, however the use of RECIPIENT student IDs is preferable.

Under FERPA § 99.31 (1)(i)(B), an educational agency or institution may disclose personally identifiable information from an education record of a student without obtaining individual parental consent to a contractor to whom an agency or institution has outsourced institutional services or functions. For student information purposes, a contractor is equivalent to school officials under FERPA when the contractor:

1. Performs an institutional service or function for which the agency or institution would otherwise use employees;
2. Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and
3. Is subject to the requirements of §99.33(a) governing the use and redisclosure of personally identifiable information from education records.

Catapult Learning stipulates that our use and maintenance of education records is under the direct control of the RECIPIENT. Access to student-level data will be limited to employees who serve the students or manage information systems. Catapult Learning never discloses personally identifiable data from education records to any third party. The RECIPIENT grants Catapult Learning the right to use achievement and satisfaction results, in aggregate, as evidence of program success in bids for future work. Catapult Learning will make no additional use of student data without the express written consent of the RECIPIENT.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: October 25, 2011

TITLE OF AGENDA ITEM: **CONTRACT WITH SOLIANT HEALTH**

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

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

**Soliant Health will make available up to two Speech Language Pathologists to provide Speech and Language services to elementary and middle schools. These services will replace vacant Speech/Language positions.**

SOURCE: **FEFP**

AMOUNT: **$46.25 per hour** (Bachelors Level)

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

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered 3 & 5
SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: Kaila R Francis

# CLIENT SERVICES AGREEMENT

Soliant Health

Soliant Health, Inc., a Georgia corporation (hereafter referred to as "Soliant"),and

**Gadsden County School District** whose location is
*(Client Name)*

**35 Martin Luther King JR Blvd** **Quincy, FL 32351**
*(Street Address)* *(City, State, Zip)*

(hereafter referred to as "Client")

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

1. **Scope of Services.** Soliant will use its commercially reasonable efforts to provide HCPs for assignment with Client. Soliant will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

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

3. **Insurance.** Soliant will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars ($5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

4. **Competency.** Soliant will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Soliant will endeavor to present only HCPs who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate HCP records that Soliant may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and HCP in order to assist Client in the hiring decision.

5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Soliant is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.

6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to $18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

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

8. **Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. **Payment is due upon receipt of invoice.**

9. **Default Charges.** Invoices shall be considered Past Due fifteen (15) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1 1/2% ) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Soliant reserves the right, at its option, to discontinue any extension of credit.

Soliant Health

| | | |
|---|---|---|
| | Client Name: | GADSDEN COUNTY SCHOOL DISTRICT |
| *Client to complete billing information* | Billing Address: | 35 MARTIN LUTHER KING, JR. BLVD. |
| | City, State, Zip: | QUINCY, FLORIDA 32351 |
| | Attention: | SHARON B. THOMAS, DIRECTOR OF EXCEPTIONAL STUDENT ED. |
| | Telephone: | (850) 627-9651 X 1239 |

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

11. **Administrative Responsibilities**. Client shall be responsible for orienting HCP to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should HCP fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by HCP. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the HCP. Failure to notify Soliant prior to the fourth ($4^{th}$) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by HCP.

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

13. **Reporting of Work-Related Injuries.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant Health's HCP has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant Health within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Soliant Health concurrently with Client. If Soliant Health's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant Health and Soliant Health's HCP.

14. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Soliant shall have seventy-two (72) hours to refill the position in the event of termination with cause.

15. **Termination without Cause.** Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

16. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

17. **Unscheduled Facility Closure Policy.** Soliant will incur fixed expenses over the entire course of an HCP's contract assignment with Client related to the HCP's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in an HCP's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected HCP's services at the reduced rate of $100/day for each day that the HCP(s) is unable to work by virtue of such Unscheduled Closure.

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

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

20. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

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

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

23. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.

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

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

| | **SOLIANT HEALTH, INC** |
|---|---|
| Client Name | |
| Client Representative Signature | Soliant Representative Signature |
| Print Name | Print Name |
| Title | Title |
| Date | Date |

# CLIENT REQUIRED DOCUMENTS CHECKLIST

Soliant Health

Client: **Gadsden County School District** City, State: **Quincy, FL**

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

## Standard Credentialing Package

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

**PROFESSIONAL:**
- Current CV / Resume
- Current Skills Checklist
- References

**LICENSURE**
- Professional License
- Professional License Verification

**EDUCATION:**
- Healthcare Precautions
- Cultural Competency
- Fire and Electrical Safety
- HIPAA Regulations
- Tuberculosis Awareness

**BACKGROUND:**
- Criminal Background Check
- GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search

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

## Optional Credentialing

If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.

- Teaching Certificate ☐
- Current CPR ☐
- Education Verification ☐
- Fingerprinting (other than for licensure) ☐
  - Conducted by School? ☐ YES ☐ NO
- Motor Vehicle Search ☐
- Hepatitis B Titer ☐
- TB Screening ☐
- Mumps Vaccination ☐
- Rubella Vaccination ☐
- Rubeola Vaccination ☐
- Mumps Titer ☐
- Rubella Titer ☐
- Rubeola Titer ☐
- Varicella Titer _____ ☐
- Other: _____ ☐
- _____ ☐
- _____ ☐

Additional Comments:

## Orientation Details

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

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

Do you provide any orientation material prior to start date: ☐ YES ☐ NO

If ***Yes*** and Soliant is responsible for sending this information to the traveler, please indicate the material being provided:

1. _____ 3. _____
2. _____ 4. _____

Form Completed by: _____ Date: _____

ADDENDUM A

Soliant Health

## Assignment Confirmation – Client

This Assignment Confirmation is entered into on ___/___/_____ and supplements the Client Services Agreement between **Gadsden County Schools** and Soliant Health.

**Soliant Employee**
**Candidate Name**_____, hereinafter referred to as HCP, has been placed with **Gadsden County Schools**. HCP is scheduled to begin work for Client on **START DATE**___/___/_____ and complete assignment **END DATE**___/___/_____.

**Assignment Details:** Client will pay Soliant for hours worked by HCP on the following terms:

| | |
|---|---|
| **Position / Unit:** | Speech-Language Pathology Assistant |
| **Bill Rate:** | $46.25 /HR |
| **Minimum Hours:** | 37.5 Guaranteed per Week. Additional hours must be approved by district prior to working. |
| **Shift:** | Monday- Friday based on district 2011/12 calendar |
| **Overtime Rate:** | 1.5 times Bill Rate |
| **Holiday Rate:** | 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. |
| **Facility Workweek:** | Monday – Sunday |
| **Expenses:** | HCP Expenses INCLUDED in Bill Rate. |
| **Miscellaneous:** | a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.<br>b) If Soliant HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred. Mileage will be billed at the current Federal reimbursement rate.<br>c) Client agrees to not directly or through a third party hire Soliant Consultant for a period of one year after the completion of the assignment. Should Client employ a Soliant Consultant within 12 months of terminating an assignment with Soliant, Client agrees to pay an amount equal to $18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date. |

**INVOICES:** All invoices pursuant to this Assignment Confirmation will be mailed to: ***(please verify)***
**Sharon Thomas**
**Gadsden County Schools · 35 Martin Luther King Jr. Blvd · Quincy, FL 32351**

| | |
|---|---|
| *Client Signature* | *Soliant Representative Signature* |
| *Client Printed Name* | **Shelley Burkett**<br>*Soliant Representative Printed Name* |
| *Client Title* | *Soliant Title* |
| *Date* | *Date* |

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8e

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Interlocal Agreement

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board approval of Interlocal Agreement with Gadsden County Board of County Commissioners for purchasing materials and equipment labor for rates in Attachment A.

**FUND SOURCE:** not applicable

**AMOUNT:** not applicable

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

__one__ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) number first page of partially executed Agreement

CHAIRMAN'S SIGNATURE: page(s) numbered not applicable

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

INTERLOCAL AGREEMENT

This AGREEMENT is entered into this _____ day of October 2011, by and between Gadsden County, Florida, a political subdivision of the State of Florida, hereinafter called "County" and the Gadsden County School Board, within the County of Gadsden, hereinafter called the "School Board."

The School Board has determined that it may need to request the services of the County to assist with maintenance:

It is agreed to by and between School Board and County as follows:

1. During the term of this Agreement, the County, upon the School Board's request, shall perform the needed maintenance on the paved and unpaved roads and streets within Gadsden County.
2. The Superintendent of the School Board or his/her authorized designee shall be the agent of the School Board for administration and implementation of this Agreement, and shall provide the Public Works Department with information concerning the need and necessity for County maintenance on unpaved or paved roads and streets within Gadsden County. The County will undertake reasonable efforts to commence and complete the work depending on the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing be the parties.
3. As compensation for maintenance requested by the School Board, the County shall bill based upon services rendered at the rate(s) indicated in "Attachment A."
4. If the School Board does not agree with billing fees for work performed, they may contact the County Administrator for resolution of billing disputes.
5. Should the School Board be in payment default of more than 30 days, the County Administrator shall cease all work under this agreement, unless prior payment arrangement has been made and agreed upon between the School Board and the County.
6. The agreement remains in effect from October 1, 2011 until September 30, 2012.

GADSDEN COUNTY
BOARD OF COUNTY COMMISSIONERS

Sherrie Taylor
Chairman

Muriel Straughn, Deputy
Clerk

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

GADSDEN COUNTY SCHOOL
BOARD

_____
Superintendent

_____
Clerk

10-3

ATTACHMENT "A"

BILLING RATE TABLE

**Road Scraping (Basis for Hourly Rate)**

| | Duration | Item | Hourly Rate | Benefits | Cost/Hour |
|---|---|---|---|---|---|
| 1) | 15 Min | Secretary | $13.76 | 38% | $4.75 |
| 2) | 15 Min | Billing – Office Manager | $17.83 | 38% | $6.15 |
| 3) | 10 Min | Operations Supervisor | $19.39 | 38% | $4.46 |
| 4) | 1 Hour | Grader Operator | $16.17 | 38% | $22.44 |
| | 1 Hour | Grader | $22.00 | | $22.00 |
| | 1 Hour | Fuel | $16.50 | | $14.96 |
| | 1 Hour | Insurance | $0.80 | | $0.80 |
| | | | | | $75.56 |
| | | Contingency to cover unexpected damages | | | $7.24 |
| | | Estimated hourly cost for providing work related to scraping roads | | | **$82.80** |

**Other Materials & Services**

| | |
|---|---|
| Cost of sand per ton | $5.34 |
| Cost of sandy clay per ton | $6.56 |
| Cost of limerock per ton | $12.76 |
| Cost of concrete sand per ton | $6.75 |
| Cost of #57 rock per ton | $14.50 |
| Cost of tractor with tiller per hour w/operator | $45.00 |
| Cost of dump truck per hour w/operator | $45.00 |
| Cost of excavator/ditch cleaning per hour w/operator | $75.00 |
| Cost of backhoe per hour w/operator | $45.00 |
| Cost of boom mower per hour w/operator | $75.00 |
| Cost of grabber truck per hour w/operator | $45.00 |
| Cost of front end loader per hour w/operator | $50.00 |
| Cost of trackhoe per hour w/operator | $75.00 |
| Cost of jetter truck per hour w/operator | $150.00 |

ID-8

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8f

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEMS:** Contract for 457(b) Deferred Compensation Plan

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

The Insurance Committee met on October 20, 2011 to discuss the optional deduction provided by the attached 457(b) Deferred Compensation Plan for employees. Following a discussion, Tony Britt moved that the Insurance Committee recommend to the Board that the 457(b) Plan be approved. Dwayne Ivory seconded the motion. The motion passed unanimously.

Board approval is requested for the attached 457(b) Deferred Compensation Plan for employees. This plan offers additional tax-deferred options for employees.

**FUND SOURCE:** Not applicable

**AMOUNT:** Optional Employee Deductions

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

# The School Board of Gadsden County

**REGINALD C. JAMES**
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
http://www.gcps.k12.fl.us

*"Building A Brighter Future"*

**Board Resolution: Adopting a 457(b) Plan Document**

Whereas, the School Board of Gadsden County (the "District"), wishes to adopt a nonqualified deferred compensation plan that qualifies under Section 457 (b) of the Internal Revenue Code.

Whereas, the Employer wishes to offer eligible employees an opportunity to enhance their personal retirement savings by deferring receipt of current compensation.

**BE IT RESOLVED** that the Board does hereby adopt the 457 (b) Plan which will, at all times, conform to the requirements of Section 457(b) of the Internal Revenue Code and applicable regulations.

**FURTHER RESOLVED** that it is the intention of the Board that the 457(b) program will conform with all federal and state statutory and regulatory requirements applicable to 457(b) plans, except that the program set forth above shall not be subject to the requirements of Title I of ERISA because the employer is exempted from such requirements.

**FURTHER RESOLVED** that the Board authorizes Reginald C. James, Superintendent of Schools to act on the Board's behalf with respect to this plan, and to take any and all actions necessary or desirable to implement, maintain and administer the plan set forth above in accordance with the Board's intentions, and all applicable state and federal laws.

Dated: _____

_____
Signature

_____
Printed Name

_____
Title

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

# 457(b) DEFERRED COMPENSATION PLAN
# FOR
# PUBLIC EDUCATION EMPLOYERS

The Employer whose name and signature appear on the Adoption Agreement for the 457(b) Deferred Compensation Plan for Public Education Employers (the "Adoption Agreement") hereby establishes a deferred compensation plan (the "Plan") which is established pursuant to applicable state law and is intended to comply with Section 457(b) of the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder. The Plan shall include the provisions set forth in this Plan document, the Adoption Agreement and any contracts, custodial agreements, and trusts as may be established or maintained by a provider of Investment Products available hereunder.

## ARTICLE I
## DEFINITIONS

As used in this Plan, the specific words and phrases shall have the following meanings, unless a different meaning is plainly required by the context and the following rules of interpretation shall apply in reading this instrument. The masculine pronoun shall include the feminine and the singular shall include the plural. All references herein to specific Sections shall mean Sections of this document unless otherwise qualified.

1.1 Account means the separate account or accounts established and maintained by the Trustee for each Participant under the terms of the Plan. 457 Rollover Account means that portion of a Participant's Account attributable to Rollover Contributions received from another eligible 457(b) deferred compensation plan sponsored by a Governmental Employer.

1.2 Administrator means Employer or the alternate Administrator appointed under Section 6.2 of the Plan to act as such under this Plan.

1.3 Adoption Agreement means the separate agreement as executed by Employer and which sets forth the elective provisions of the Plan. The Adoption Agreement shall be included as part of the Plan.

1.4 Beneficiary means the person(s), trust(s), or other entities designated by the Participant to receive the balance of the Participant's Accounts, if any, upon the Participant's death. Elections made by a Participant hereunder shall be binding on any such Beneficiary(s).

1.5 Code means the Internal Revenue Code of 1986, as amended and any regulations issued thereunder.

1.6 Contribution means all contributions made hereunder by or for the benefit of each Participant and deposited into each Participant's Account. A Rollover Contribution means a contribution of an eligible rollover distribution made by a Participant from another eligible deferred compensation 457(b) plan sponsored by a Governmental Employer.

1.7 Eligible Individual means any individual who qualifies for eligibility in accordance with the applicable provisions of the Adoption Agreement and under Section 2.1 of the Plan. Individuals who do not perform services for Employer may not defer compensation under the Plan.

1.8 Employee means any individual in the employ of the Employer who is designated on the payroll records of the Employer as a common law employee. Even if a subsequent determination by a court of competent jurisdiction or governmental agency reclassifies any individual as a common law employee, such individual shall be excluded from "Employee" status hereunder. "Leased employees" described in Code Section 414(n) of the Code shall not be included as Employees hereunder.

1.9 Employer means the public education organization identified as Employer in the Adoption Agreement, any successor thereto that elects to maintain this Plan, and any predecessor which has maintained this Plan.

1.10 Governmental Employer means any entity described in Section 457(e) (1) (A) of the Code.

1.11 Includible Compensation means the remuneration paid by Employer to an Eligible Individual that qualifies as "includible compensation" under Section 457(e) (5) of the Code. Beginning in 2009 and

thereafter, such term also includes any "differential pay" that may be received from the Employer while performing qualified military service under Code Section 414(u).

1.12 Independent Contractor means any person receiving cash remuneration from the Employer for services rendered to Employer pursuant to one or more contracts, if such person is not an Employee.

1.13 Investment Product means any investment product specifically approved and authorized by Employer to be offered to Participants under the Plan, provided that such products are held in an annuity contract, custodial account or trust that qualifies as a trust to hold 457(b) plan assets under Section 401(f) of the Code.

1.14 Participant means any Eligible Individual who has executed a Participation Agreement and has not become ineligible to participate in the Plan and any Employee for whom the Employer has made a direct contribution to the Plan. An "Active Participant" is any Participant who is currently deferring compensation under a Participation Agreement or who is receiving direct Employer contributions to his Account. An "Inactive Participant" is any former Participant who is not currently deferring compensation hereunder or who is not receiving direct Employer contributions to his Account.

1.15 Participation Agreement means an agreement by which an Eligible Individual agrees to defer current remuneration otherwise payable from the Employer into the Plan and the Employer agrees to deposit such deferred amount into the Plan in accordance with the terms of the agreement.

1.16 Plan means this 457(b) Deferred Compensation Plan for Public Education Employers and the related Adoption Agreement as executed by the Employer, along with any custodial account, Trust or annuity contract as may be established or maintained by a provider of Investment Products available hereunder.

1.17 Trust means any trust established under applicable state law by the Employer to hold Participant Accounts hereunder as provided in Article IV, and any other account, contract or instrument that qualifies as a trust under the terms of Section 401(f) of the Code.

1.18 Trustee means the person, entity or organization, if any, designated to act as Trustee of the Plan in the Adoption Agreement. If the assets of the Plan are held in annuity contracts and/or custodial accounts, then the issuer of such annuity contracts and/or custodial accounts must qualify under Sections 457(g) and 401(f) of the Code. The term "Trustee" shall include an insurer issuing such annuity contracts and/or the issuer of such custodial accounts

## ARTICLE II. ELIGIBLE INDIVIDUALS

2.1 ELIGIBILITY. The Administrator shall determine the eligibility of each Eligible Individual based upon the eligibility requirements selected in the Adoption Agreement. Such determination shall be conclusive and binding upon all persons.

2.2 PARTICIPATION. An Eligible Individual may participate and become an Active Participant by executing a valid Participation Agreement and delivering such agreement to Employer. The Participation Agreement shall specify:

(a) the amount of the Active Participant's Includible Compensation which the Employer and the Active Participant agree to defer, and

(b) the date as of which reduction and deferral of compensation pursuant to the Participation Agreement shall begin, which date shall be as early as administratively practicable but not earlier than the first day of the first calendar month following the execution of the Participation Agreement.

If, in the Adoption Agreement, Employer has elected to make an Employer contribution to the Plan, any individual who is eligible to receive the contribution shall be deemed to be an Active Participant for all purposes of the Plan as of the first day of the first calendar month following satisfaction of the eligibility requirements for receiving the Employer contribution, provided that all required administrative forms necessary to open an Account and have such amounts contributed into an

Investment Product have been executed by such date. The participation date shall default to the first day of each succeeding calendar month until all required forms are received by Employer.

2.3 TERMINATION OF ELIGIBILITY. In the event a Participant ceases to be an Eligible Individual, the Participant shall become an Inactive Participant and all Contributions shall immediately cease.

2.4 AMENDMENTS OF PARTICIPATION AGREEMENTS. Participation Agreements are irrevocable as to all amounts previously deferred under the Participation Agreement. A Participant may modify a Participation Agreement, on forms approved by the Administrator, to do any of the following:

(a) change the investment of any Contributions to the Account;
(b) terminate the election to be an Active Participant; and
(c) change prospectively the amount of compensation to be deferred.

An amendment or termination shall be effective as soon as administratively practicable, but not earlier than the first day of the following calendar month.

## ARTICLE III. CONTRIBUTIONS AND ALLOCATIONS

3.1 CONTRIBUTIONS. Except as provided in Sections 3.2 and 3.3, the maximum amount that may be contributed into the Plan by or on behalf of a Participant during any taxable year shall not exceed the limits of Section 457(b)(2) of the Code. Subject to such limitation, nothing herein shall prohibit an Employer from making Contributions into the Plan for a Participant in accordance with the terms of the Adoption Agreement.

3.2 FINAL THREE (3) YEARS OF SERVICE CATCH-UP DEFERRAL LIMIT. If elected by the Employer in the Adoption Agreement, an Active Participant may in any of his final three (3) years of employment, ending before the year in which the Participant attains Normal Retirement Age as defined in the Adoption Agreement, elect to defer from compensation an amount not exceeding the limits of Section 457(b)(3) of the Code, and applicable regulations issued thereunder. For purposes of this Section 3.2, a prior year shall be taken into account only if such year began after December 31, 1978, and the Participant was eligible to participate in the Plan during all or a portion of the prior year.

3.3 OLDER WORKER CATCH-UP CONTRIBUTION LIMIT. A Participant who has attained age 50 on or before the last day of the calendar year may elect to increase his deferrals in accordance with the limits of Section 414(v) of the Code. Such contributions are in addition to the limitations of Section 457(b)(2) of the Code, but may not be used in any taxable year in which the special limits described in Section 3.2 of the Plan provide for a larger contribution limit.

3.4 TRANSFERS FROM OTHER 457 PLANS. This Plan shall accept transfers from Participant accounts held in a previous Governmental Employer's eligible 457(b) deferred compensation plan.

3.5 ROLLOVERS INTO THE PLAN. Distributions to Participants from a previous Governmental Employer's eligible 457(b) deferred compensation plan may be rolled into this Plan provided such distributions qualify as "eligible rollover distributions," as defined in Section 402(c)(4) of the Code. Such amounts shall be allocated to the Participant's 457 Rollover Account.

## ARTICLE IV. INVESTMENTS

4.1 PARTICIPANT DIRECTION. Participants shall provide investment instructions, on such forms as may be required by the Administrator, for Contributions to be deposited into Investment Products as directed by each Participant. If a Participant fails to instruct the Administrator where to invest

Contributions made to his Account, or if instructions are not clear, complete or understandable, as determined solely by the Administrator, then any Contributions shall follow the default provisions as selected by the Employer in the Adoption Agreement.

4.2 AUTHORIZED INVESTMENT PRODUCTS. Employer shall authorize Investment Products in which Participants may invest their Accounts, provided that any authorized Investment Product must be held for the exclusive benefit of Participants and their Beneficiaries in a Trust or alternate funding vehicle that qualifies as a Trust pursuant to Section 1.17 of the Plan. Accounts may only be invested in Investment Products approved and authorized by the Employer.

4.3 ESTABLISHMENT OF ACCOUNTS. Appropriate Accounts shall be established for each Participant. These Accounts shall reflect the Contributions, if any, made for each Participant, and investment earnings or losses of the Investment Products utilized by the Participant to reflect any appreciation or depreciation in the fair market value of the Participants' Accounts. The fair market value of each Participant's Account shall represent the fair market value of all assets held, plus deposits and accrued earnings, less accrued expenses and proper charges against each Participant's Account as of each valuation. Each Account shall be valued at least once per calendar year.

4.4 TRUST REQUIREMENT. Accounts shall be held in trust for the exclusive benefit of Participants in a Trust or alternative instrument that qualifies as a trust under Section 401(f) of the Code. Any investment made hereunder shall be subject to the terms and conditions of the Trust to the extent such terms are not inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.

4.5 ADMINISTRATION OF INVESTMENTS. Contributions made by or on behalf of Participants (including Inactive Participants) shall continue to be invested in the manner selected by the Participant until the Administrator has received new investment instructions. Unless otherwise restricted by the Trust or alternate instrument, a designation filed by a Participant changing his investment option may apply to investment of future Contributions and/or to amounts already accumulated in his Account as the Participant elects. A Participant may change his investment options only as permitted under the terms of the applicable Trust or alternate instrument.

4.6 CONDITIONS OF INVESTMENTS. Amounts allocated to each Participant's Account shall be invested in the Investment Product selected by the Participant, or, if selected by Employer in the Adoption Agreement, in accordance with the default investment(s) so indicated. Participants invest their Accounts subject to the terms and conditions of any agreements governing the Investment Product in which their Accounts are invested. The terms and conditions of such Investment Products are considered part of, and shall be construed as having been incorporated into this Plan except to the extent any provision of an Investment Product agreement is inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.

## ARTICLE V. DISTRIBUTIONS AND TRANSFERS OF BENEFITS

5.1 DISTRIBUTIONS UNDER THE PLAN. Except as provided in Sections 5.2 and 5.3, a Participant's Account may not be distributed to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

(a) the Participant has severed employment with the Employer,
(b) the Participant has attained age 70 ½,
(c) the Participant has died, or
(d) the Plan has been terminated by Employer.

Notwithstanding the above, a Participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the Employer while on active duty may elect to receive a distribution of the Participant's deferrals into the Plan as permitted under Code Section 414(u). If a distribution of the Participant's deferrals is taken, then no deferrals into the Plan may be made by the Participant for a period of at least six (6) months from the date of the distribution.

5.2 UNFORESEEABLE EMERGENCY WITHDRAWALS. This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. Notwithstanding Section 5.1, a Participant may request an Unforeseeable Emergency withdrawal by submitting that request, in writing on the Plan's approved form, to the Administrator. After considering all information provided by the Participant, the Administrator shall approve or deny the request. If a request for an Unforeseeable Emergency withdrawal is approved, the Administrator shall direct the provider of the applicable Investment Products to distribute the approved amount from the Participant's Account. For purposes of this Section, "Unforeseeable Emergency" is defined in Section 457(d) (1) (A) (iii) and the regulations issued thereunder.

5.3 SMALL BALANCE DISTRIBUTIONS. This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. A Participant may elect to receive a lump sum distribution of his Account provided that the following conditions are satisfied:

(a) the Participant's total Account value is no greater than $5,000.00 (or the dollar limit under Section 411(a)(11) of the Code, if greater),
(b) the Participant has not made a Contribution into the Plan for a period of two (2) years prior to the request for distribution, and
(c) the Participant has not previously taken a distribution under this Section 5.3.

5.4 TIMING OF DISTRIBUTIONS. Upon the occurrence of an event described in Section 5.1, but no later than the mandatory distribution date determined under Section 5.5, a Participant may elect any benefit distribution option as permitted by the Investment Products in which the Participant's Account is invested. Such an election will be effective only if made on forms provided by the Administrator and received in the office of the Administrator in accordance with such procedures as the Administrator may establish. If a Participant fails to make an election as to the form or timing of his distribution, the Participant's benefit will be paid in installments calculated by the providers of the Investment Products to satisfy the requirements of Section 5.5.

5.5 MANDATORY DISTRIBUTION. Notwithstanding any other provision of this Plan, a Participant's Account shall begin distribution by April 1 of the calendar year following the calendar year in which occurs the later of the Participant's attainment of age 70-1/2 or severance from employment, unless a later date is authorized under the Code or applicable regulations. The Participant's Account shall then be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 457(d) and 401(a) (9) of the Code and in conformity with the requirements of Treas. Regs. 1.401(a) (9)-1 through 1.401(a) (9)-9.

5.6 DEATH DISTRIBUTIONS. A Participant's Beneficiary shall be entitled to receive the Participant's Account balance in the event of the Participant's death. A Beneficiary entitled to payment hereunder may elect in what form distributions shall be made, provided that any such distribution form is offered at that time and satisfies the requirements of Sections 457(d) and 401(a)(9) of the Code and regulations applicable thereunder. If a Participant fails to validly designate a Beneficiary prior to his death, or the Beneficiary is not alive at the time of the Participant's death, the provisions of Section 5.15 shall determine who the Participant's Beneficiary shall be for purposes of this Section 5.6.

Distributions due to death are payable when the Administrator has received satisfactory proof of the Participant's death, all required tax information and any other required forms.

5.7 DEATH BEFORE DISTRIBUTIONS HAVE BEGUN. If the Participant dies before Mandatory Distributions (under Section 5.5) have begun, the Participant's Account shall either be totally distributed no later than the fifth year following the year of the Participant's death, or over a period not exceeding the joint and last survivor life expectancies of the Participant and Designated Beneficiary, provided that the distributions begin no later than the last day of the calendar year following the year in which the Participant died. If the sole Designated Beneficiary is the Participant's surviving Spouse, then lifetime distributions must begin by the later of the last day of the calendar year following the year in which the Participant died, or the last day of the calendar year in which the Participant would have attained age 70 ½. If there is no Designated Beneficiary named by September 30 of the calendar year following the year in which the Participant died, the Participant's entire Account shall be distributed no later than the fifth year following the year of the Participant's death.

5.8 DEATH FOLLOWING THE COMMENCEMENT OF BENEFITS. If the Participant dies on or after Mandatory Distributions (under Section 5.5) must have begun, the remaining Account balance must be distributed at least as rapidly as was payable under the Mandatory Distributions requirements.

5.9 DISTRIBUTION FOR MINOR BENEFICIARY. If a distribution is payable to a legal minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none has been duly appointed, then to any of the following:

(a) any parent of the minor Beneficiary, or
(b) the custodian for the minor Beneficiary under a Uniform Gift/Transfer to Minors Act, if such is permitted by the laws of the state in which Beneficiary resides.

Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the provider of the Investment Products, the Administrator, Employer, and Plan from further liability on account thereof.

5.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN. If all, or any portion, of the distribution payable to a Participant or his Beneficiary from the Plan remains unpaid solely by reason of the inability of the Administrator to locate such Participant or his Beneficiary, the amount so distributable shall be treated as a forfeiture pursuant to the Plan and maintained in a forfeiture account under the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being held in such account, such benefit shall be restored, including any applicable interest, and paid, to the Participant or Beneficiary, in accordance with the terms of the Plan.

5.11 ROLLOVERS FROM THE PLAN. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 5.11, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee as a Direct Rollover. The Distributee shall, in the time and manner prescribed by the Administrator, specify the amount to be rolled over and the Eligible Retirement Plan to receive the rollover. Any portion of a distribution that is not rolled over shall be distributed to the Participant. For purposes of this Section 5.11, the following terms have the following meanings:

(a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
(b) "Distributee" means an Employee or former Employee entitled to receive a distribution hereunder. In addition, an Employee's surviving spousal Beneficiary and an Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in

Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(c) "Eligible Retirement Plan" means an eligible retirement plan described in Section 402(c) (8) (B) of the Code.

(d) "Eligible Rollover Distribution" means any distribution to a Distributee that qualifies as such under Section 402(c) (4) of the Code. Amounts required to be distributed under Section 401(a) (9) of the Code are not Eligible Rollover Distributions and amounts paid under Section 5.5 of this Plan are not Eligible Rollover Distributions hereunder.

5.12 PURCHASING SERVICE CREDITS UNDER A STATE OR LOCAL RETIREMENT SYSTEM. If permitted under the Investment Products in which a Participant's Account is invested, a Participant may direct the Administrator to transfer amounts in his Account in accordance with Section 457(e) (17) of the Code to a state or local retirement system for the purpose of purchasing past years of service credits under the system or to repay amounts previously cashed out under the system.

5.13 TRANSFERS TO OTHER 457 PLANS. Prior to a Participant's severance from service, transfers may be made from the Plan to another 457(b) plan sponsored by a Governmental Employer only if all of the assets of the Plan are being transferred to another 457(b) plan sponsored by the Employer, or if the Plan's assets are being transferred to another governmental plan within the same state. On or after a severance from service, a Participant may transfer his Account to the 457(b) plan of another Governmental Employer for whom the individual is currently performing services. Notwithstanding the preceding, transfers may only occur to the extent permitted by the Investment Products in which a Participant's Accounts are invested and subject to any terms thereof and provided such other plan provides or is able to provide for the acceptance of such transferred amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this Plan.

5.14 DISTRIBUTION TO ALTERNATE PAYEE. Notwithstanding any other provision herein, the Administrator may, with the Participant's consent, authorize an immediate distribution to any alternate payee named under a domestic relations order which has been issued by a court of competent jurisdiction and determined by the Administrator to be a qualified domestic relations order under Section 414(p) of the Code.

5.15 NO NAMED BENEFICIARY. If no valid Beneficiary designation is on file on the date of the Participant's death, or if such designation is not valid or effective for any reason, then a deceased Participant shall be deemed to have designated his legal spouse. If the Participant has no spouse, then his Beneficiary shall first be deemed to be the Participant's children who survive the Participant, in equal shares, then if the Participant has no surviving children, the Participant's estate.

5.16 NONSPOUSAL BENEFICIARY. Effective July 1, 2007, a nonspouse beneficiary receiving a distribution from the Plan which would be an Eligible Rollover Distribution (as defined in Section 5.11) if the recipient were a Distributee, may rollover an Eligible Rollover Distribution to an individual retirement account, provided such account is treated as an inherited IRA with respect to such nonspouse beneficiary.

## ARTICLE VI. ADMINISTRATION

6.1 AUTHORITY OF EMPLOYER. Employer has full authority to interpret and construe the Plan in a manner consistent with its terms and with Section 457 of the Code and to establish practices and procedures conforming to those provisions. In all such cases, the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of the Plan, and Employer shall have the right to resolve all such questions.

6.2 APPOINTMENT OF ADMINISTRATOR. Employer shall act as Administrator of the Plan, however, Employer is authorized to appoint an alternate Administrator and to change an alternate Administrator as he deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. Employer may appoint a committee ("Committee") of one or more Employees or local public officials to serve as the Administrator and to discharge the Administrator's responsibilities under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created.

6.3 DELEGATION OF RESPONSIBILITIES. The Administrator may delegate responsibilities to other qualified parties, provided that the Administrator shall remain responsible for the quality of the performance of each such delegated duty.

6.4 ADVISORS. The Administrator may appoint and employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants, and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan.

6.5 POWERS AND DUTIES OF ADMINISTRATOR. The primary responsibility of the Administrator is to administer the Plan for the benefit of the Participants and their Beneficiaries, in accordance with applicable laws and subject to the specific terms of the Plan. The Administrator shall have the power and absolute discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Section 457(b) of the Code. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan. The Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of Employees and Independent Contractors to participate or remain a Participant hereunder and to receive benefits under the Plan;
(b) to determine the amounts to be contributed to each Participant's Account;
(c) to authorize and direct the providers of Investment Products with respect to all disbursements to which a Participant is entitled under the Plan;
(d) to maintain all necessary records for the administration of the Plan;
(e) to maintain practices and procedures necessary to administer the Plan as are consistent with the terms hereof; and
(f) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

6.6 INFORMATION FROM EMPLOYER. To enable the Administrator to perform his functions, Employer shall supply the necessary information to the Administrator on a timely basis regarding the Participants in the Plan, including but not limited to compensation, date of hire, date of death, disability, or termination of employment, and such other pertinent facts as the Administrator may require. The Administrator may rely upon such information as is supplied by Employer and shall have no duty or responsibility to verify such information.

6.7 PAYMENT OF EXPENSES. Employer will pay all expenses of administration. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Notwithstanding the preceding, any expenses or fees related to and charged under Investment Products shall be paid by each Participant in accordance with the terms of the Investment Products in which each Participant's Account is invested.

## ARTICLE VII. MISCELLANEOUS

7.1 EXCLUSIVE BENEFIT RULE. All amounts held under the Plan, all property and rights which may be purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust (or custodial account or annuity contract described in Section 401(f) of the Code) for the exclusive benefit of Participants and their Beneficiaries. All such amounts shall not be subject to the claims of the Employer's creditors.

7.2 PARTICIPANT RIGHTS. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant, Employee, or Independent Contractor. Nothing contained in this Plan shall be deemed to give any Participant, Employee, or Independent Contractor the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant, Employee or Independent Contractor at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

7.3 ALIENATION. Subject to applicable state law and Section 401(g) of the Code, no benefit which shall be payable to any Participant or Beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

7.4 STATE LAW. This Plan shall be construed and enforced according to the state and local laws of the state in which the Employer's principal office is located.

7.5 RECEIPT AND RELEASE FOR PAYMENTS. Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the provider of an Investment Product, Administrator and Employer.

7.6 MILITARY SERVICE. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, service credit and any other conditions of the Plan shall comply with the requirements for Participants serving qualified military service in accordance with Section 414(u) of the Code.

7.7 PRE-1979 ACCOUNTS. Any amounts held by the Employer that can be identified as resulting from deferrals made by a Participant before January 1, 1979 shall be held under this Plan until the latest of (a) the Effective Date; (b) the date on which the Participant elects to have this Plan apply to such amount; or (c) the date on which such Participant exercises any right or power available under this Plan but not under the Plan agreement pursuant to which such deferral was made. All such persons who were Participants in any prior plan, who exercise any such right or privilege and who have not yet received a distribution of the amounts to which they are entitled under such prior plan shall be deemed to be Participants under this Plan for all purposes.

7.8 LOANS. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Investment Product agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his Account under the Plan. The following limit shall apply to any loan made under the Plan unless the terms of the applicable Investment Product(s) are more restrictive:

(a) Maximum loan amount. No loan to a Participant under the Plan may exceed the lesser of (1) or (2) below:

(1) $50,000, reduced by the greater of:

(A) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or

(B) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).

(2) the greater of one half of the value of the Participant's vested Account (as of the date immediately preceding the date on which such loan is approved by the Administrator) or $10,000.

For purposes of this Section 7.8, any loan from any other plan maintained by the Employer and any related organization shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this Section shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this section.

(b) Loan Repayments for Employees in Military Service. Notwithstanding any other provision of the Plan or any Investment Product agreement, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

7.9 INCORPORATION OF INVESTMENT PRODUCT AGREEMENTS. The Plan, together with the Adoption Agreement and any Investment Product agreements governing Participant Accounts, are intended to satisfy the requirements of section 457(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 457(b) of the Code. In such event, the agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.

7.10 CONSTRUCTION. It is intended that this Plan qualify under section 457(b) of the Code. In accordance with such intent, this Plan shall be construed and administered in a manner consistent with the purpose and all applicable laws and regulations.

7.11 STATE LAW. The Plan shall be construed, administered and governed in all respects in accordance with the laws of the State of the Employer's principal address as indicated on the Adoption Agreement to the extent such laws are not superseded by federal law. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision hereof shall continue to be fully effective.

## ARTICLE VIII. AMENDMENT AND TERMINATION

8.1 AMENDMENT. The Employer has the right at any time to amend this Plan, provided that no amendment to the Plan shall be effective if it authorizes or permits any part of the Investment Product (other than such part as is required to pay taxes, investment charges and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Investment Product to revert to or become property of the Employer. Any such amendment shall become effective as provided therein upon its execution, except that any amendment which conforms the Plan to the requirements of any applicable law or regulation shall be effective as of the date required for continued qualification under Section 457(b) of the Code.

8.2 TERMINATION. The Employer has the right at any time to terminate the Plan by notifying all Active Participants and providers of Investment Products hereunder with written notice of such termination. Upon the complete and total termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner which is consistent with and satisfies the provisions of Article V.

This Specimen Document, consisting of a Plan document and Adoption Agreement, is presented for the consideration of a plan sponsor's legal counsel. This Specimen Document reflects a number of the special rules applicable to governmental 457(b) plans. Because of differences in facts, circumstances, and laws of various states, interested parties should consult their own attorneys or tax advisors. The client's counsel alone must decide whether this specimen or any portion thereof should be used in any particular set of circumstances. This Plan has not been reviewed or approved by the Internal Revenue Service, and the submission of the Plan to the IRS for a Private Letter Ruling by any client is also solely the responsibility of the client.

This Specimen Document includes a number of provisions which are optional, or as part of which there are different options that may be selected. Such provisions are generally indicated on the Adoption Agreement. This does not mean that other provisions may not also be optional, or that other options may not be available. As indicated above, the selection of appropriate options is solely the responsibility of the plan sponsor and should be done only after consulting with the client's own knowledgeable counsel.

TSA Consulting Group, Inc. © 2011

**Adoption Agreement For**
**The Gadsden County Schools**
**457(b) Deferred Compensation Plan**
**For Public Education Employers**

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Public Education Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the Plan document.

## PLAN IDENTIFICATION:

**Name of Plan:** The Gadsden County Schools 457(b) Deferred Compensation Plan

**Effective Date:** This Adoption Agreement of the 457(b) Deferred Compensation Plan for Public Education Employers:

☒ Establishes a new Plan effective as of January 1, 2011 (the "Effective Date").

☐ Constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer. Unless otherwise specified in the Plan, the effective date of this amended and restated Plan is _____ (hereinafter called the "Effective Date")

**Administrator:** The *Employer shall be the Administrator of the Plan* unless another party is named below:

Alternate Administrator: TSA Consulting Group, Inc.

**Applicable Law:** This Plan shall be interpreted under the laws of the state in which Employer's principal office is located unless another state is designated:

State of Applicable Law: Florida

## EMPLOYER INFORMATION

***IMPORTANT NOTE: If Employer is NOT a public education organization, this Adoption Agreement may not be used.***

**Name of Employer:** Gadsden County Schools

**Address of Employer's Principal Office:**

35 Martin Luther King Jr. Blvd
Quincy, FL 32351

**Telephone Number:** (850) 627-9651

**Name of Contact Person:** Bonnie Wood

**Contact Person's Telephone Number/Extension:** (850).627-9651

**Email for Contact Person:** woodb@mail.gcps.k12.fl.us

## PLAN INFORMATION

**Eligibility**

1. Eligible Individuals for Purposes of Participant Deferral Contributions:

☒ All Employees
☐ All Employees other than the following group or groups of Employees elected below:

☐ Nonresident aliens with no U.S. source of income,
☐ Employees who normally work less than 20 hours per week,
☐ Students performing services for the Employer whose Compensation is not subject to wages under the Federal Insurance Contributions Act ("FICA"),

☐ Collectively bargained employees

☐ Only the following Employees (by Classification or Title): _____

_____

2. For purposes of eligibility to participate in the Plan, Independent Contractors:

☒ Are NOT eligible to participate in the Plan
☐ Are eligible to participate in the Plan

## CONTRIBUTIONS AND ALLOCATIONS

**Employee Contributions**

3. The Final Three Year Catch Up limit ☐ will ☒ will not be available to Participants under the Plan. If this option is selected, then the Normal Retirement Age for purposes of the catch up will be:

☐ The earliest date at which a participant is entitled to an unreduced normal retirement benefit under the Employer's defined benefit pension plan
☐ Any age specified by the participant in the participation agreement provided that such declared age may not be less than age 55 or more than age 70 1/2.
☐ Age 65
☐ Age 70 1/2
☐ Other: _____ NOTE: Age specified for this option may not be less than age 65 or more than age 70 ½.

**Employer Contributions** (check box 4 or 5)

4. ☐ Employer Contributions will NOT be made to the Plan, or
5. ☒ Employer contributions, as indicated below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.

☐ *Matching Contributions* equal to _____ % of each Active Participant's deferral subject to a maximum of $_____ or _____ %.
☐ *Matching Contributions* as described hereafter: _____
_____
_____

☒ *Discretionary Contributions* to be determined each year by the Employer.
☐ *Contributions* as required by separate contract or collective bargaining agreement.
☐ *Other:* (please describe) _____

**IMPORTANT NOTE: ALL contributions to the Plan are always 100% vested to avoid problems with applicable annual contribution limits.**

**Investments**

6. ☐ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts that qualify under the Plan as Investment Products offered by the following organizations:

_____ _____
_____ _____
_____ _____

☒ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts offered by the organizations listed on Appendix 1.

## DISTRIBUTIONS

**Defaults**

7. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

   Default Option: ☐ Employer shall deposit contributions made on his behalf into the following Investment Product: _____

   No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

**Beneficiary Rights**

8. A beneficiary of a deceased Participant's account ☒ may ☐ may not designate his own beneficiary.

**Unforeseeable Emergency Withdrawals**

9. Unforeseeable Emergency Withdrawals ☒ will ☐ will not be permitted under the Plan.

**Small Balance Distributions**

10. "Small Balance" (account value less than $5,000) distributions ☐ will ☒ will not be permitted.

**Loans**

11. Loans ☒ are permitted from the Plan, or ☐ are NOT permitted under the Plan.

## EMPLOYER ACKNOWLEDGEMENTS

Employer acknowledges that the 457(b) Deferred Compensation Plan for Public Education Employers Plan document and this Adoption Agreement were provided as "specimen" documents only and they have been reviewed on Employer's behalf and approved by its own professional counsel. These documents have been provided as sample documents only and make no representations as to initial or ongoing tax qualified status. Because the IRS has no prototype approval procedure for approving 457(b) plans, Employer acknowledges that any IRS opinion to be obtained, will be done so by Employer, if desired, by obtaining its own private letter ruling on the Plan from the IRS.

## CERTIFICATION AND SIGNATURE

Employer represents and warrants that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code. Employer further acknowledges receipt of a copy of the 457(b) Plan for Public Education Employers Plan document, and by affixing its signature hereto, adopts that Plan of which this Adoption Agreement is a part thereof.

EMPLOYER: Gadsden County Schools
Print Name of Employer

Authorized Representative: _____

By: _____ Dated: _____
Authorized Representative/Title

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8g

**DATE OF SCHOOL BOARD MEETING: October 25, 2011**

**TITLE OF AGENDA ITEMS: Contracts from General Fund**

**DIVISION: Maintenance and Finance Departments**

**PURPOSE AND SUMMARY OF ITEMS:**

Section 1013.35(2)(f), Florida Statutes states that, "Commencing on October 1, 2002, and not less than once every five years thereafter, the district school board shall contract with a qualified, independent, third party to conduct a financial management and performance audit of the educational planning and construction activities of the district."

Board approval is requested for the attached contract for performing the audit pursuant to Section 1013.35.

**FUND SOURCE:** General Fund

**AMOUNT:** $14,950.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

Law, Redd, Crona & Munroe, P.A.
*Certified Public Accountants*

October 4, 2011

Mr. Reginald C. James, Superintendent
The School Board of Gadsden County
35 Martin Luther King, Jr. Boulevard
Quincy, Florida 32351

Dear Mr. James:

We are pleased to confirm our understanding of the services we are to provide to the School Board of Gadsden County, Florida (the Board) for the fiscal years ended June 30, 2007, 2008, 2009, 2010 and 2011. We will apply the agreed-upon procedures listed in Exhibit A, to the Board's Educational Planning and Construction Activities as required by Chapter 1013.35(2)(f), *Florida Statutes*.

This engagement will be performed in accordance with *Statements on Standards for Attestation Engagements,* issued by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Board. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose which this report has been requested or for any other purpose. We agree that the performance standards and agreed-upon procedures will not be distributed to other parties unless it is requested as a part of a public records request.

We understand that the Board will provide us with the sufficient documentation and access to accounting records to perform these procedures and that the Board is responsible for the accuracy and completeness of the information.

At the conclusion, we will request certain written representation from the Board with respect to the agreed-upon procedures performed. We anticipate beginning this engagement within thirty days and completing our report by November 15, 2011.

We are not engaged to, and will not, perform an examination, the objective of which would be the expression of an opinion on the Board's Educational Planning and Construction Activities. Accordingly, we will not express such an opinion.

The contract amount (not to exceed) is $14,950 for the five fiscal years ended June 30, 2011. Our fees for these services will be based on the actual time spent at our standard hourly rates. Our invoices will be rendered each month as work progresses and are payable upon presentation.

John A. Watson, PhD., an Education Facilities Planner with Clemons, Rutherford & Associates, Inc. will assist us in performing one or more of the agreed-upon procedures. Law, Redd, Crona & Munroe, P.A. will compensate Dr. Watson for his participation in this engagement from the fee included in this agreement.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign in the space below and return it to us.

Very truly yours,

Law Redd Crona & Munroe P.A.

**Law, Redd, Crona & Munroe, P.A.**

**RESPONSE:**

Name

Superintendent of Schools

Title

10/10/11

Date

CRA Architects

Clemons, Rutherford
& Associates, Inc.

October 4, 2011

Bonnie Wood
Assistant Superintendent for Business Services
Gadsden County Schools
35 Martin Luther King Jr Blvd
Quincy, FL 32351

Dear Ms. Wood:

Thank for the opportunity to conduct the financial management and performance audit of the educational planning and construction activities of your school district together with the accounting firm of Law, Redd, Crona & Munroe, P.A.

As I mentioned in our meeting on September 30, 2011 my role is to develop the performance standards, also referred to as 'agreed upon procedures', and assist in the evaluation of the educational planning and construction activities of your district.

After examining the language requiring the audit to be conducted in Chapter 1013.35(2)(f), Florida Statutes, as well as the State Board Rules for Educational Facilities (SREF), I have developed forty-one specific standards that, in my professional opinion, address this requirement. I have also developed procedures that will test whether your district meets or fails to meet each specific standard.

Attached please find the performance standards that will be used in your audit and the associated 'agreed upon procedure' with each standard. Also included is a list of pre-audit activities and documents that will be examined during the process of the audit.

Please contact me if you have any questions regarding these standards or procedures.

Sincerely,

John A. Watson, Ph.D.
Educational Facility Planner

## PRE-AUDIT ACTIVITIES

The financial management and performance audit of the educational planning and construction activities of each district shall be conducted not less than once every five years commencing on October 1, 2002. (Section 1013.35(2)(f), F.S.)

In order to conduct this audit in a timely manner it will require the audit team to coordinate with the district the necessary items of information and documents that must be examined. The follow represents a minimum list of documents that should be made available to the audit team members:

1. 5-Year Facility Plant Survey and all amendments (Spot Surveys).
2. Inter-local Agreement between the District and all local government entities.
3. District's Long Range Educational Facilities Plan.
4. FISH - School Land Inventory Report.
5. Construction Activity Report listing the following projects, by school, based on the award date for fiscal years 2006/07 thru 2010/11: New construction (complete new schools and additions); remodeling; renovation; and re-roofing. Sampling will be done from this list.
6. Project information on randomly select constructed projects over the previous five years. There should be a total of ten projects where possible. Five complete new schools, one from each previous year, and five addition/renovation/remodeling projects, one from each previous year. Information documents that will be reviewed by the audit team will be a Payment Schedule for each project, Project Implementation Information (OEF Form 110A), Certificate of Occupancy (OEF Form 110B), Letter of Transmittal (OEF Form 208, Certificate of Final Inspection (OEF Form 209), Life Cycle Cost Analysis (OEF Form LCCA-1), Building Permit Application (OEF Form 220), Contractor Selection Process documentation, and Construction Contract Information.
7. School Annual Safety Report for each randomly selected school.
8. FISH - DCA Number Summary Report.
9. Pre-Qualification Procedures for Construction Contractors.
10. District Capital Outlay Budget.
11. District PPL - Project Priority List.
12. Annual Project Cost Reporting Form to DOE for previous five years.
13. Board meeting minutes where applicable.
14. Ongoing fee agreements with utility companies showing cost saving measures.
15. Copy of procedures for pre-qualifying bidders for construction contracts.
16. Toxic Substance usage log.
17. Castaldi Reports done on any building between fiscal years 2006/07 and 2010/11.
18. District PECO Maintenance (1013.64(1)) allocation for fiscal years 2006/07 thru 2010/11.
19. District PECO New Construction (1013.64(3)) allocation for fiscal years 2006/07 thru 2010/11.
20. New school first year comprehensive building evaluation forms and results.
21. District in-house procedures used to evaluate district construction program.
22. Annual Inspection Report form for each portable building in use in the district.
23. District Superintendent's Annual Financial Report for fiscal years 2006/07 thru 2010/11.

## SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: October 25, 2011

TITLE OF AGENDA ITEMS: Contracts for General Fund

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

| Vendor | PO # | Amount | Fund |
|---|---|---|---|
| Summit America Insurance | 181677 | $12,048.12 | 110 Americorps Grant |
| Florida Transportation Systems | 181660 | $10,000.00 | 110 |
| NFL Vault Septic Tank Mfg | 181507 | $10,000.00 | 110 |

FUND SOURCE: General Fund

AMOUNT: $32,048.12

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10-10-11

**PURCHASE ORDER NO.** 181677

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** V3212

Summit America Insurance
7400 College Blvd. Suite 100
Overland Park, KS 66210

**SHIP TO THIS ADDRESS**

AmeriCorps Gadsden Reads
Gadsden Magnet School
500 West King Street
Quincy, Florida 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| Bea Hopkins | Bonnie Ward | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 7 | | Health Insurance members 2011-2012 program year @ 143.43 per member. Starting 8/1/11 and ending 7/31/12. | 143.43 | 12,048.1 |

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[/] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | | | FINANCE DEPT USE EXPENDITURE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | |
| 110 | 9100 | 230 | 0101 | 1125230 | | 12,048.12 | |
| / | / | / | / | / | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**VENDOR**

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10/07/11

**PURCHASE ORDER NO.** 181660

**35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351**
**PHONE (850) 627-9651 FAX (850) 627-2760**
**www.gcps.k12.fl.us**

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VF11600000

FLORIDA TRANSPORTATION SYSTEMS
7703 INDUSTRIAL LANE
TAMPA FL 336376775

**SHIP TO THIS ADDRESS**

TRANS.DEPT-SCHOOL BD GADSDEN
720 SOUTH STEWART ST
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| | Bonnie Bell | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Bd apvd: _____ | | ATTEN: BOB WIMMER | | |
| | | BLANKET ORDER 10/7/11--6/30/12 | | |
| 1 | | SPECIALTY REPAIR PARTS FOR BLUEBIRD BUSES | 10000.00 | 10000.00 |
| | NOTE: | THIS YEAR LESS WARRANTY WORK AND NO LARGE CREDITS FOR PARTS RETURNED. | | |
| | SOURCE: | FOR BUS SEAT-REPLCMNT COVERS | | |

PAY TERMS: NET 30 TOTAL 10,000.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

changed

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 10,000.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 110 | 7800 | 550 | ~~9003~~ 9001 | 1109990 | | 10000.00 | |
| " | " | " | | | | | |



VENDOR

DATE
09/23/11

# THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.
181507

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VF12030000

NFL VAULT SEPTIC TANK MFG
420 SHILOH ROAD
QUINCY FL 32351

**SHIP TO THIS ADDRESS**

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | Board apvl: 1/1 | | |
| | | BEST QUOTE RECEIVED | | |
| 32 | | PUMP OUT GREASE TRAPS DISTRICT WIDE 2X YEAR. | 250.00 | 8000.00 |
| 2 | | PUMPOUT LIFTSTATIONS 2X YEAR | 500.00 | 1000.00 |
| 1 | | EMERGENCY AFTER HOURS SERVICE CALL/PUMPOUTS ARE 250.00 PER THOUSAND GALLONS. | 1000.00 | 1000.00 |

PAY TERMS: NET 30

TOTAL 10,000.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 10,000.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 110 | 8100 | 350 | 9020 | 1109990 | | 10000.00 | |
| / | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

VENDOR

## SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

DATE OF SCHOOL BOARD MEETING: October 25, 2011

TITLE OF AGENDA ITEMS: Contracts for Federal Projects

DIVISION: Federal Projects

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

| Vendor | PO # | Amount | Fund |
|---|---|---|---|
| McGraw-Hill/School Edu Group | 181496 | $28,885.24 | 420 |
| Discovery Education | 181662 | $17,490.00 | 420 |
| Investing in Our Youth | 181497 | $ 9,200.00 | 420 |

FUND SOURCE: Title I Regular and 21st Century

AMOUNT: $55,575.24

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 09/23/11

**PURCHASE ORDER NO.** 181496

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VM05980000

MCGRAW-HILL/SCHOOL EDU GROUP
1333 BURR RIDGE PKWY
2ND FLOOR
BURR RIDGE IL 60527

**SHIP TO THIS ADDRESS**

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR COMPTROLLER SUPERINTENDENT

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Board Apvd: 1/1 1 | | ATTN: ROSE RAYNAK - DM<br><br>K-2 SUPPLEMENTAL READING PROGRAM TO PREPARE STUDENTS FOR TRANSITION TO GRADE 3<br>SEE ATTACHED QUOTE | 28885.24 ~~52821.63~~ | 2888 ~~52821.63~~ |

SRA IMAGINE IT
K-2
per Superintendent recommendation

TOTAL 28885.24 ~~52,821.63~~

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contracto agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or su grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 28885.24 ~~52,821.63~~ | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 420 | 5100 | 610 | 0091 | 4221220 | 101 | ~~9203.59~~ | ~~5876.68~~ 5140 |
| 420 | 5100 | 610 | 0171 | 4221220 | 101 | ~~5265.18~~ | ~~2681.04~~ 2681.0 |
| 420 | 5100 | 610 | 0191 | 4221220 | 101 | ~~3797.39~~ | 3158.96 |
| 420 | 5100 | 610 | 0141 | 4221220 | 101 | ~~7553.71~~ | 4173.09 |
| 420 | 5100 | 610 | 0201 | 4221220 | 101 | ~~9735.81~~ | 5816.68 |
| 420 | 5100 | 610 | 0151 | 4221220 | 101 | ~~3934.63~~ | 2284.71 |
| 420 | 5100 | 610 | 0041 | 4221220 | 101 | ~~11331.32~~ | |



VENDOR

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10/07/11

**PURCHASE ORDER NO.** 181662

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VD07450000

DISCOVERY EDUCATION
P. O. BOX 791363
BALTIMORE MD 212791363

**SHIP TO THIS ADDRESS**

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | Board apvd; _____ ATTN: ROSE RAYNAK | | |
| 1 | | SUBSCRIPTION TO DISCOVERY EDUCATION 10/1/11-9/30/12 ELEMENTARY, MIDDLE & HIGH SCHOOL LICENSE | 17490.00 | 17490.00 |

Sole Source attached
previous lic. 09-10, 10-11

PAY TERMS: NET 30 TOTAL 17,490.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 17,490.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 420 | 5100 | 360 | 0201 | 4221220 | 100 | 2074.52 | |
| 420 | 5100 | 360 | 0171 | 4221220 | 100 | 956.19 | |
| 420 | 5100 | 360 | 0151 | 4221220 | 100 | 814.80 | |
| 420 | 5100 | 360 | 0191 | 4221220 | 100 | 1126.64 | |
| 420 | 5100 | 360 | 0211 | 4221220 | 100 | 2195.08 | |
| 420 | 5100 | 360 | 0091 | 4221220 | 100 | 1833.39 | |
| 420 | 5100 | 360 | 0061 | 4221220 | 100 | 740.07 | |
| 420 | 5100 | 360 | 0141 | 4221220 | 100 | 1488.33 | |
| 420 | 5100 | 360 | 0231 | 4221220 | 100 | 640.23 | |
| 420 | 5100 | 360 | 0051 | 4221220 | 100 | 1338.67 | |
| 420 | 5100 | 360 | 0041 | 4221220 | 100 | 2008.00 | |
| 110 | 5100 | 360 | 0101 | 1104430 | 100 | 365.85 | |
| 420 | 5100 | 360 | 0071 | 4221220 | 100 | 1908.23 | |

VENDOR

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 09/23/11

**PURCHASE ORDER NO.** 181497

**35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351**
**PHONE (850) 627-9651 FAX (850) 627-2760**
**www.gcps.k12.fl.us**

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VI03000000

INVESTING IN OUR YOUTH
600 S ADAMS ST
P O BOC 105
QUINCY FL 323530105

**SHIP TO THIS ADDRESS**

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Board apvl: 1/1 | | R. RAYNAK 21ST CENTURY | | |
| 460 | 2X230 | IOY WILL PROVIDE ENRICHMENT ACTIVITIES ~~CHARTER~~ CHARACTER ED. VIOLENC PREVENTION, ~~CHARTER~~ CHARACTER BUILDING AND PARENTING SKILLS EXCLUSIVE TO ACTIVELY PARTICIPATING CCLC STUDENTS GIRLS CIRCLE WIL ADDRESS 1) FRIENDLY 2) BEING A GIRL 3) BODY IMAGE 4)HONORIN OUR DIVERSITY 5) RELATIONSHIP WITH PEERS 6) MIND, BODY, SPIRIT SEE CONTRACT | 20.00 | 9200.00 |

PAY TERMS: NET 30 TOTAL 9,200.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 9,200.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 420 | ~~5100~~ 5900 | ~~310~~ 390 | 0071 | 4224422 | 102 | 4600.00 | |
| 420 | ~~5100~~ 5900 | ~~310~~ 390 | 0141 | 4224422 | 102 | 4600.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



VENDOR

## SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8j

DATE OF SCHOOL BOARD MEETING: October 25, 2011

TITLE OF AGENDA ITEMS: Contract for Capital Improvements Fund

DIVISION: Maintenance and Finance Departments

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order:

| Vendor | PO # | Amount | Fund |
|---|---|---|---|
| Seating Constructors, USA | 181743 | $24,635.00 | 379 |

FUND SOURCE: Capital Improvements Fund

AMOUNT: $24,635.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10/14/11

**PURCHASE ORDER NO.** 181743

**35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351**
**PHONE (850) 627-9651 FAX (850) 627-2760**
**www.gcps.k12.fl.us**

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VS06200000

SEATING CONSTRUCTORS, USA
2347 CIRCUIT WAY
BROOKSVILLE FL 34604

**SHIP TO THIS ADDRESS**

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Board approval: _____ | | | | |
| | | BID #1112-09 | | |
| | | 5 ROWS X 21'NON-ELEVATED ANGLE | | |
| 7 | | FRAME BLEACHER | 2800.00 | 19600.00 |
| 7 | | ASSEMBLY/INSTALLATION | 700.00 | 4900.00 |
| 1- | | CONTRACT RELATED DISCOUNT | 560.00 | 560.00- |
| | | BREVARD CO. SCHOOLS BID#11-014 | | |
| 1 | | FREIGHT | 695.00 | 695.00 |
| | | TO BE INSTALLED AT WEST | | |
| | | GADSDEN HIGH ATHLETIC FIELD | | |

PAY TERMS: NET 30 TOTAL 24,635.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. [/] **If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR FUND | FUNCTION | OBJECT | CENTER | PROJECT | TOTAL PROGRAM | 24,635.00 AMOUNT | FINANCE DEPT USE EXPENDITURE |
|---|---|---|---|---|---|---|---|
| 379 | 7400 | 681 | 0051 | 0999 | | 24635.00 | |
| / | / | / | / | / | | | |

VENDOR

## SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8k

DATE OF SCHOOL BOARD MEETING: October 25, 2011

TITLE OF AGENDA ITEMS: Contracts for Federal Projects- ARRA

DIVISION: Federal Projects

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

| Vendor | PO # | Amount | Fund |
|---|---|---|---|
| Lisa Gaines | 181635 | $21,870.00 | 432 |
| FSU-Office of UOAP | 181720 | $18,750.00 | 432 |

FUND SOURCE: Title I School Improvement - ARRA

AMOUNT: $40,620.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

# THE SCHOOL BOARD OF GADSDEN COUNTY

ATE
/04/11

PURCHASE ORDER NO.
181635

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VG03260000

GAINES, LISA
2986 NUTMEG COURT
TALLAHASSEE FL 32308

**SHIP TO THIS ADDRESS**

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| R Raynak | | |

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | R. RAYNAK | | |
| 9 | 9MONTH | TEACH A 55 MINUTE MEDICAL SKILLS AND SERVICES CLASS ONCE A DAY FOR HEALTH SCIENCE ACADEMY AT EGHS INVOICE MONTHLY IN THE AMOUNT OF NO MORE THAN 2430.00 | 2430.00 | 21870.00 |

15 hrs/wk x 36 wks @ $45/hr

TOTAL 21,870.00

PAY TERMS: NET 30

All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.

[ ] **If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.

Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL PROGRAM | 21,870.00 AMOUNT | FINANCE DEPT USE EXPENDITURE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | | | |
| 432 | 5300 | 310 | 0071 | 431262S | 300 | 21870.00 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

VENDOR

Note: This Sole Source Certification will become a public document, open to public inspection; therefore, you should be certain all material facts are true, relevant and clearly understandable.

## SCHOOL BOARD OF GADSDEN COUNTY
## SOLE SOURCE CERTIFICATION

***Sole Source means that the item/service is unique and that the vendor is the only one from whom the item/service can be provided. Best Price alone cannot be used for sole source. If the item/service is available from more than one source of supply, best price must be determined through the competitive bid process.***

A. Sole Source Vendor Company Name, Contact Person, Address, Telephone, Fax Number and Email.

Lisa Gaines
2986 Nutmeg Court
Tallahassee, Florida 32308

B. Describe in lay language, what the item/service is and how it is to be used.

Ms. Gaines will teach a 55 minute Medical Skills and Service class once a day for the Health Science Academy at EGHS; including classroom instruction and hands-on training.

C. What feature or special condition of this item/service is unique and cannot be obtained from any other source? This vendor was the only who would teach for this amount.

D. Is this product being purchased directly from the manufacturer? N/A

E. If no, it is available from more than one dealer? If available from more than one deal, why can this item not be bid? N/A

F. Prior to submitting this requisition, did you investigate other possible sources?

If Yes: 1) Did you obtain quotes from other sources? There were none to be found who were both qualified and available offering a service of this sort.

2) If this Vendor's price lower than other sources – It is very reasonable and competitive for consultant services.

3) If No, please justify the additional cost. N/A

G. Other Sole Source comments or explanations.

This service is aligned with the District Instructional and Professional Development goals and is a requirement of Differentiated Accountability and federal grants

*I/We, the undersigned, certify the above to be true and correct to the best of my/our knowledge and belief and the user and/or undersigned does not have a financial interest in the above named vendor.*

J. Thomas
Purchaser

Date

# THE SCHOOL BOARD OF GADSDEN COUNTY

**DATE** 10/14/11

**PURCHASE ORDER NO.** 181720

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VF11070000

FSU-OFFICE OF UOAP
SPON. RESEARCH ACC SVC
97 S WOODWARD AVE, 3RDFL
TALLAHASSEE FL 323064166

**SHIP TO THIS ADDRESS**

FED PRGMS-SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

| PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT |
|---|---|---|
| R Raynak | | |

Budget Justification/Partnership w/FSU
R. RAYNAK

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | INNOVATIVE CLASSROOM INSTRUCTI HAND ON ACTIVITIES PUBLIC SPEAKING, MENTORING, TUTORING TEST, PREP, PROFESSIONAL DEVELOPMENT | | |
| 1 | | SECOND DELIVERABLE 10/24/11-1/20/2012 | 6250.00 | 6250.00 |
| 1 | | THIRD DELIVERABLE 01/03/12-4/2/2012 | 6250.00 | 6250.00 |
| 1 | | FOURTH DELIVERABLE 4/6/2012-6/18/2012 | 6250.00 | 6250.00 |

PAY TERMS: NET 30 TOTAL 18,750.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR | | | | | TOTAL | 18,750.00 | FINANCE DEPT USE |
|---|---|---|---|---|---|---|---|
| FUND | FUNCTION | OBJECT | CENTER | PROJECT | PROGRAM | AMOUNT | EXPENDITURE |
| 432 | 5100 | 310 | 0071 | 431262S | 103 | 18750.00 | |
| / | | | | | | | |

VENDOR

**SSTRIDE-Gadsden County Schools**
**Budget Justification**
**For**
**Educational Partnership**
**2011-2012**

The Office of Undergraduate Advising and Outreach is an office within the College of Medicine designed to provide a comprehensive program of support, enrichment, and intervention to SSTRIDE students in Leon, Gadsden, Madison, and Okaloosa Counties. Consistent with the mission of the College of Medicine, SSTRIDE's mission is to identify students who have a genuine interest in pursuing a career in science, engineering, mathematics, health or medicine and to give those students the support services important for them to develop the sense of responsibility, focus and motivation necessary for success in their chosen fields. Rural SSTRIDE seeks to increase the number of Gadsden County students under-represented in science and math careers who graduate from high school prepared to enter college as STEM (science, technology, engineering, and math) and health related majors that successfully matriculate into medical and graduate programs. Rural SSTRIDE has been in partnership with Gadsden County schools since August of 2004. Since the program's inception we have provided expertise and experience in developing a successful outreach pipeline and advising program for students in 8$^{th}$ grade through college.

As indicated by the scope of work, the East Gadsden High School STEM/SSTRIDE Partnership Program will prepare students for careers in Science, Technology, Engineering, and Math and the Health Sciences by providing support, intervention, enrichment, and advisement Gadsden County Rural SSTRIDE students in the areas of academic achievement, student development, and community. FSU College of Medicine will use the **$25,000** from Gadsden County School Board to assist us in covering the cost of the existing program and the expansion effort to Shanks and West Gadsden High School. These funds will be specifically used to provide academic, enrichment, mentoring, tutoring, monthly parent meetings, assistance with STEM medical skills class, arranging of guest speakers, tracking student participation, data reports, executive summary reports and tutoring to about **94** rural students (39-East Gadsden, 18-Havanna Middle, 22-Shanks, and 15-West Gadsden).

**Cost Breakdown (see attached excel sheet for specifics):**

| | |
|---|---|
| **In-school and Afterschool Mentors/Tutors** | **$10,800** |
| **SSTRIDE Teacher Salary @ 50%** | **$7, 200** |
| **Mileage Reimbursement** | **$3,000** |
| **Middle School Teacher After-school Supplement** | **$4,000** |

## FSU Scope of Work
## Office of Undergraduate Outreach and Advising and Precollege Programs

The Office of Undergraduate Outreach and Advising and Precollege program will provide academic support, tutoring, mentoring, educational, leadership, and professional experiences for Gadsden County students involved in the SSTRIDE program (grades $8^{th}$-$12^{th}$). The mission of Rural SSTRIDE is to promote student interest and achievement in the fields of science and mathematics with the ultimate goal of increasing matriculation into college, medical, and health professional schools. Specifically, our office will provide a comprehensive program of support (as indicated above) to Havana Middle, Shanks Middle, West and East Gadsden High School students *for the period* of August 22, 2011 through June 29th, 2012.

Inclusive costs of the above referenced support will be provided in 4 deliverables of $6,250.00 each for a Total Amount of $25,000 to be invoiced no later than 30 days after the end of each deliverable period as stated in the following Schedule:

**Deliverable 1**
Innovative classroom instruction, hands-on activities, public speaking, mentoring, tutoring, test prep, professional development, guest speakers, and grade reports for period 08/22/11 – 11/4/11; Amount Due $6,250.00 invoice due no later than 12/09/11.

**Deliverable 2**
Innovative classroom instruction, hands-on activities, public speaking, mentoring, tutoring, test prep, professional development, guest speakers, and grade reports for period 10/24 – 1/20/12; Amount Due $6,250.00 invoice due no later than 02/03/12.

**Deliverable 3**
Innovative classroom instruction, hands-on activities, public speaking, mentoring, tutoring, test prep, professional development, guest speakers, and grade reports for period 01/03/12 – 04/02/12; Amount Due $6,250.00 invoice due no later than 04/13/12.

**Deliverable 4**
Innovative classroom instruction, hands-on activities, public speaking, mentoring, tutoring, test prep, professional development, guest speakers, and grade reports for period 03/36/12 – 06/18/12; Amount Due $6,250.00 invoice due no later than 06/29/12.

Please send check for payment to:
Florida State University
Sponsored Research Accounting Services
97 S. Woodward Avenue, Third Floor
RE: Order No. DO566928 Madison County Health Dept
Tallahassee, Florida 32306-4166

Contact in FSU Sponsored Research Accounting Services –
**Brian Jones**
Accounting Coordinator
Sponsored Research Accounting Services
Florida State University
Tele: (850) 644-8647
Email: bkjones@admin.fsu.edu

Contact in FSU College of Medicine Accounting Services –
**Alisha Johnson**
Grant Compliance Analyst
Accounting Services FSU College of Medicine
Tallahassee, FL 32306-4300
Phone: 850.644.9784

Fax: 850.645-9171
Email: Alisha.johnson@med.fsu.edu

Bill to: Gadsden County School District Attention: Rose Raynak
Director of Federal Programs
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

| STEM/RURAL SSTRIDE GADSDEN COUNTY EXPANSION PROJECT<br>Budgetl 2011-2012 | | | |
|---|---|---|---|
| **Budget Category** | **Middle School** | **High School** | **Total** |
| **I. IN-SCHOOL PROGRAMS** | | | |
| ***a. Middle School Teachers- 2 Schools/High School Teacher-3 classes*** | *$4,000.00* | *$7,200.00* | $11,200.00 |
| | | | |
| SSTRIDE Master Teacher will teach three SSTRIDE classes: twoclasses at East Gadsden and one at | | | |
| West Gadsden totaling 20 hours per week times 18 pay periods X $20 hour | | | |
| (not a School District employee) | | | |
| | | | |
| 1 Middle School Teacher at Havana and 1 at Shanks will be provided a $2,000 stipend totaling $4,000. | | | |
| (These are District teachers working with SSTRIDE program After School.) | | | |
| | | | |
| ***b. OPS Employees -Mentors/Tutors*** | | | |
| | | *$10,800.00* | $10,800.00 |
| One part-time mentor/tutor will be provided for each 8th grade SSTRIDE Class and | | | |
| SSTRIDE I, SSTRIDE II elective courses, SSTRIDE Science courses & EGHS STEM classes | | | |
| Mentors/tutors will build linkage with SSTRIDE participants as positive | | | |
| role models and provide teacher support that will result in low staff-student ratios. | | | |
| $10 per hr. X 10 hrs. bi-weekly X 18 payments x 6 mentors = $10,800 | | | |
| | | | |
| | | | |
| ***c. Admin./Staff State and Local Travel (.44 per mile)*** | | | |
| | *$1,500.00* | *$1,500.00* | $3,000.00 |
| Regular trips made each week to visit rural school sites, community | | | |
| partners, and other project related travel. | | | |
| | | | |
| **Total** | | | **$25,000.00** |
| *Personnel associated with this project who have salaried positions do not maintin time sheets for project activities | | | |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8L

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Approval for the Purchase of an Upgrade to the AS400 System

**DIVISION:** Media & Technology Services

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

**PURPOSE AND SUMMARY OF ITEM:**

The purpose of this item is to seek board approval for the purchase of an upgrade to the AS400 system currently in use by the Gadsden County School district through IBM/Mainline located in Tallahassee. The system upgrade is needed to accommodate the upgrade to the student database system that is required by the Race to the Top initiative by the state of Florida. IBM/Mainline will partner with the Gadsden School District to provide these services because IBM is the only vendor of this system. The district will lease this system over a three year period and then own the system at the end of the lease period.

**FUND SOURCE:** Capital Outlay/General Fund

**AMOUNT:** $96,253.83 annually for three years

**PREPARED BY:** Dr. Sonja D. Bridges

**POSITION:** Director of Media & Technology Services

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

# THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
08/19/11

PURCHASE ORDER NO.
181256
8/31/11

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR** VM01650000

MAINLINE INFORMATION SYSTEMS
1700 SUMMIT LAKE DRIVE
TALLAHASSEE FL 32317

**SHIP TO THIS ADDRESS**

MEDIA/TECH GADSDEN CO SCHL BRD
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR Sonja Bridges

COMPTROLLER

SUPERINTENDENT

board apvl: 1/1

| QUANTITY | PRODUCT NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| | | ATTN: SONJA BRIDGES, ED.D. | | |
| | | ATTN: SONJA BRIDGES, ED.D. | | |
| 1 | | HARDWARE ITEMS | 42256.30 | 42256.30 |
| 1 | | SOFTWARE ITEMS | 11831.03 | 11831.03 |
| 1 | | SOFTWARE MAINTENANCE | 1493.57 | 1493.57 |
| 1 | | TECHNICAL SERVICES | 40672.92 | 40672.92 |
| | | (SEE ATTACHED SPREADSHEETS FOR DETAILED ITEMS) | | |

Sole Source

PAY TERMS: NET 30 TOTAL 96,253.82

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

| DISTRIBUTION TO BE COMPLETED BY ORIGINATOR FUND | FUNCTION | OBJECT | CENTER | PROJECT | TOTAL PROGRAM | 96,253.82 AMOUNT | FINANCE DEPT USE EXPENDITURE |
|---|---|---|---|---|---|---|---|
| 379 | 7400 | 643 | 9001 | 0999 | | 39748.99 | |
| 379 | 7400 | 641 | 9001 | 0999 | | 1350.98 | |
| 379 | 7400 | 642 | 9001 | 0999 | | 1156.33 | |
| 379 | 7400 | 690 | 9001 | 0999 | | 11831.03 | |
| 110 ~~379~~ | ~~7400~~ | 360 | 9001 | 0999 | | 1493.57 | |
| 110 ~~379~~ | ~~7400~~ | 310 | 9001 | 0999 | | 40672.92 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

ENCUMBRANCE

**Mainline Information Systems - Hardware**
**Gadsden County School District 2011-2012 FY**

| Product # | Description | Qty. | Unit Price | Total Price |
|---|---|---|---|---|
| 88524TU | IBM eServer BladeCenter™ H Chassis w/2x2980W PSU Coding: 379-7400-643-9001-0999 | 1 | $ 10,723.94 | $ 10,723.94 |
| 7871B6U | HS22V, Xeon 6C E5649 80W Coding: 379-7400-643-9001-0999 | 3 | $ 6,311.34 | $ 18,934.01 |
| 1746A2E | IBM System Storage EXP3512 Express Storage Expansion UnitCoding: 379-7400-643-9001-0999 | 1 | $ 7,708.03 | $ 7,708.03 |
| 8406-70Y | Server 1:8406 Model 70Y Coding: 379-7400-643-9001-0999 | 1 | $ 2,383.01 | $ 2,383.01 |
| | | | | |
| **TOTAL** | | | | **$ 39,748.99** |
| 93084PX | IBM 42U Enterprise Rack Coding: 379-7400-641-9001-0999 | 1 | $ 1,350.98 | $ 1,350.98 |
| | | | | |
| **TOTAL** | | | | **$ 1,350.98** |
| 172317X | 1U 12in Flat Panel Monitor Console Kit w/o Keyboard Coding: 379-7400-642-9001-0999 | 1 | $ 1,156.33 | $ 1,156.33 |
| | | | | |
| **TOTAL** | | | | **$ 1,156.33** |

**Mainline Information Systems - Software**
**Gadsden County School District 2011-2012 FY**

| Product # | Description | Qty. | Unit Price | Total Price |
|---|---|---|---|---|
| COM WSU | Blade Center P700 COM WSU<br>Coding: 379-7400-690-9001-0999 | 1 | $ 144.55 | $ 144.55 |
| 5692-A6P | System Software<br>Coding: 379-7400-690-9001-0999 | 1 | $ 34.11 | $ 34.11 |
| 5761-SS1 | IBM i V6<br>Coding: 379-7400-690-9001-0999 | 1 | $ 63.02 | $ 63.02 |
| 5761-SSA | IBM i per Processor License Billing<br>Coding: 379-7400-690-9001-0999 | 1 | $ 763.55 | $ 763.55 |
| 5761-SSC | IBM i per User Billing<br>Coding: 379-7400-690-9001-0999 | 1 | $ 5,420.50 | $ 5,420.50 |
| VM WARE | VM WARE<br>Coding: 379-7400-690-9001-0999 | 1 | $ 5,081.52 | $ 5,081.52 |
| 5765-PVS | Power VM Standard Edition<br>Coding: 379-7400-690-9001-0999 | 1 | $ 323.78 | $ 323.78 |
| | | | | |
| TOTAL | | | | $ 11,831.03 |

Note: This Sole Source Certification will become a public document, open to public inspection; therefore, you should be certain all material facts are true, relevant and clearly understandable.

GADSDEN SCHOOL BOARD

**SCHOOL BOARD OF GADSDEN COUNTY**
**SOLE SOURCE CERTIFICATION**

2011 AUG 31 AM 9:39

***Sole Source means that the item/service is unique and that the vendor is the only one from whom the item/service can be provided. Best Price alone cannot be used for sole source. If the item/service is available from more than one source of supply, best price must be determined through the competitive bid process.***

A. Sole Source Vendor Company Name, Contact Person, Address, Telephone, Fax Number and Email.

**Mainline Information Systems Inc.**
**Paul C. Middleton**, Account Executive
450-106 State Road 13 North, Suite 150
Jacksonville, FL 32259
Phone: 904-260-1758
Cell: 904-699-4420
Fax: 1-888-561-7090
Email: paul.middleton@mainline.com

11 SEP -1 PM 12:40 finance dept

B. Describe in lay language, what the item/service is and how it is to be used.
The district is moving to virtualization of the current AS400 system to become more efficient and save money. With the IBM Blade Center, using VMware software, district staff can use the system remotely and manage servers remotely. Mainline/IBM will work closely with district staff on the installation services involved in moving to a virtual environment. This system also includes the Disaster Recovery Plan. As an additional resource with the DR plan, Mainline developed an alert notification tool to help our district communicate with necessary personnel and others during an interruption. The innovative notification system allows the district to send e-mails and text messages to contacts and contact groups listed in the district's account through a Web-based platform.

C. What feature or special condition of this item/service is unique and cannot be obtained from any other source?
The Gadsden County School District has been in partnership with Mainline for many years and they are responsible for the current maintenance of the district's AS400 system. No other company provide and supports the purchase of an AS400 system, which mainline is in partnership with IBM.s

D. Is this product being purchased directly from the manufacturer? If no, it is available from more than one dealer? If available from more than one deal, why can this item not be bid?
Yes

E. Prior to submitting this requisition, did you investigate other possible sources?
If Yes: 1) Did you obtain quotes from other sources?
2) If this Vendor's price lower than other sources
3) If No, please justify the additional cost.

F. Other Sole Source comments or explanations.
Mainline/IBM is more familiar with our system than any other vendor due to the long term contact the district has with this company.

*I/We, the undersigned, certify the above to be true and correct to the best of my/our knowledge and belief and the user and/or undersigned does not have a financial interest in the above named vendor.*

Sonja Bradley
Purchaser

8/31/11
Date

Mainline
INFORMATION SYSTEMS

*1700 Summit Lake Drive, Tallahassee, Florida 32317*

Dr. Sonja D. Bridges
Gadsden County Schools

Reference: Sole Source Purchase of Computer System

The Gadsden County School Systems should Sole Source the recommended IBM computer system and software along with the proposed installation and training services from Mainline Information Systems. The purchasing rules in Florida allow sole source and direct negotiations with a vendor if the School District could not specify the solution themselves. The history of our Partnership, resulting in a very unique knowledge of your computer requirements combined with the very high level of technical support on both your current AS/400 based system as well as the new VMware based system support the purchase of a complete solution as proposed from Mainline.

The original IBM AS/400 system was purchased from Mainline and has been supported through software and hardware upgrades for several years. This process has provided a great deal of insight into the needs of the school system that was used in developing the current system recommendation. In addition, Mainline has provided IBM Maintenance support to manage the on-going maintenance contract.

The AS/400 system will be migrated to the unique Iseries Blades in the BladeCenter, not offered on any other Blade Solution, using the knowledge accumulated over the last several years. This will certainly smooth out the transition. Mainline will provide assistance in migrating the software and data used on the current system.

The installation of the AS/400 systems along with the Windows based applications to be used with the VMware software will include a 'knowledge transfer" to the employees responsible for each system. Because of the knowledge Mainline has accumulated over several years our technicians can customize this "knowledge transfer".

The IBM BladeCenter has been custom designed for the School System. Over the last four months a very aggressively discounted and competitive price has been negotiated. As a part of this negotiation, Mainline has also worked with IBM Global Finance to provide an annual payment lease plan with very low interest to spread the investment for the new system over three budget years.

## BladeCenter System Complete (8GBKL7-1-1)

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **88524TU** | **IBM eServer BladeCenter(tm) H Chassis with 2x2980W PSU** | **1** | **$5,079.00** | **12.00%** | **$4,469.52** | **$31,637.76** | $31,637.76 | | | 0.33896 | $10,723.94 |
| 68Y6601 | IBM BladeCenter H 2980W AC Power Modules w/Fan Pack | 1 | $1,099.00 | 12.00% | $967.12 | | | | | | |
| 43W4395 | Cisco Catalyst Switch Module 3012 for IBM BladeCenter | 2 | $6,518.00 | 12.00% | $5,735.84 | | | | | | |
| 44X1962 | Brocade 8 Gb SFP+ SW Optical Transceiver | 6 | $1,794.00 | 12.00% | $1,578.72 | | | | | | |
| 44X1920 | Brocade 20-port 8 Gb SAN Switch Module for IBM BladeCenter | 2 | $19,558.00 | 12.00% | $17,211.04 | | | | | | |
| 2019A1X | IBM BladeCenter KVM/Advanced Management Module | 1 | $849.00 | 12.00% | $747.12 | | | | | | |
| 46M0901 | IBM UltraSlim Enhanced SATA DVD-ROM | 1 | $89.00 | 12.00% | $78.32 | | | | | | |
| 25R5785 | 2.8m, 200-240V, Triple 16A IEC 320-C20 | 2 | $178.00 | 12.00% | $156.64 | | | | | | |
| 30L9185 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $788.00 | 12.00% | $693.44 | | | | | | |
| **7871B6U** | **HS22V, Xeon 6C E5649 80W 2.53GHz/1333MHz/12MB, 3x4GB, O/Bay 1** | **3** | **$10,125.00** | **6.00%** | **$9,517.50** | **$55,859.13** | $55,859.13 | | | 0.33896 | $18,934.01 |
| 81Y6042 | Intel Xeon 6C Processor Model E5649 80W 2.53GHz/1333MHz/12MB | 3 | $3,537.00 | 6.00% | $3,324.78 | | | | | | |
| 49Y1430 | 4GB (1x4GB, 2Rx4, 1.5V) PC3-10600 CL9 ECC DDR3 1333MHz VLP RDIMM | 9 | $1,701.00 | 6.00% | $1,598.94 | | | | | | |
| 43W7726 | IBM 50GB SATA 1.8" MLC SSD | 6 | $5,694.00 | 6.00% | $5,352.36 | | | | | | |
| 46M6140 | Emulex 8Gb Fibre Channel Expansion Card (CIOv) for IBM BladeCenter | 3 | $2,547.00 | 6.00% | $2,394.18 | | | | | | |
| 40Y5981 | 3 Year Onsite Repair 24x7 4 Hour Response | 3 | $1,320.00 | 5.00% | $1,254.00 | | | | | | |
| 1746A2D | IBM System Storage DS3512 Express Dual Controller Storage System | 1 | $8,799.00 | 11.00% | $7,831.11 | | | | | | |
| 49Y1861 | 450GB 3.5in 15K 6Gb SAS HDD | 24 | $17,736.00 | 11.00% | $15,785.04 | | | | | | |
| 68Y8432 | 8Gb FC 4 Port Daughter Card | 2 | $3,198.00 | 11.00% | $2,846.22 | | | | | | |
| 68Y8458 | AIX/VIOS Host Kit | 1 | $5,250.00 | 11.00% | $4,672.50 | | | | | | |
| 88Y8186 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $1,350.00 | 5.00% | $1,282.50 | | | | | | |
| **1746A2E** | **IBM System Storage EXP3512 Express Storage Expansion Unit** | **1** | **$3,399.00** | **11.00%** | **$3,025.11** | **$22,740.24** | $22,740.24 | | | 0.33896 | $7,708.03 |
| 88Y8212 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $1,200.00 | 5.00% | $1,140.00 | | | | | | |
| 69Y0245 | Environmental Services Module (ESM) | 1 | $849.00 | 11.00% | $755.61 | | | | | | |
| 39R6529 | IBM 1m SAS Cable | 2 | $238.00 | 11.00% | $211.82 | | | | | | |
| 69Y2876 | 8Gb FC SW SFP Transceivers (Pair) | 2 | $798.00 | 11.00% | $710.22 | | | | | | |
| 39M5697 | 5m Fiber Optic Cable LC-LC | 4 | $516.00 | 11.00% | $459.24 | | | | | | |
| 35734UL | TS3200 Tape Library Model L4U Driveless | 1 | $7,505.00 | 9.00% | $6,829.55 | | | | | | |
| 23R7262 | 3573 Additional Power Supply | 1 | $870.00 | 9.00% | $791.70 | | | | | | |
| 42V1541 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $1,995.00 | 9.00% | $1,815.45 | | | | | | |
| 95P5004 | Ultrium 4 Fibre Channel Drive | 1 | $6,271.00 | 9.00% | $5,706.61 | | | | | | |
| 23R6998 | 3573 Rack Mount Kit | 1 | $399.00 | 9.00% | $363.09 | | | | | | |
| 95P4278 | Ultrium 4 Data Cartridges (5 pack) | 2 | $840.00 | 9.00% | $764.40 | | | | | | |
| 23R7137 | 13.0 m LC/LC Fibre Cable | 1 | $184.00 | 9.00% | $167.44 | | | | | | |
| **93084PX** | **IBM 42U Enterprise Rack** | **1** | **$2,915.00** | **11.00%** | **$2,594.35** | **$3,985.66** | $3,985.66 | | | 0.33896 | $1,350.98 |
| 41L2762 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $300.00 | 5.00% | $285.00 | | | | | | |
| 1754A1X | IBM Local 1x8 Console Manager (LCM8) | 1 | $849.00 | 11.00% | $755.61 | | | | | | |
| 41L2752 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $60.00 | 5.00% | $57.00 | | | | | | |
| 43V6147 | IBM Single Cable USB Conversion Option (UCO) | 2 | $330.00 | 11.00% | $293.70 | | | | | | |
| **172317X** | **1U 17in Flat Panel Monitor Console Kit w/o keyboard** | **1** | **$1,549.00** | **11.00%** | **$1,378.61** | **$3,411.41** | $3,411.41 | | | 0.33896 | $1,156.33 |
| 29R4970 | 3 Year Onsite Repair 24x7 4 Hour Response | 1 | $149.00 | 5.00% | $141.55 | | | | | | |
| 40K5372 | IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US Enç | 1 | $99.00 | 11.00% | $88.11 | | | | | | |
| 39Y8948 | IBM DPI C19 Enterprise PDU w/o Line Cord | 2 | $998.00 | 11.00% | $888.22 | | | | | | |
| 39Y8951 | DPI Universal Rack PDU with Nema L5-20P and L6-20P (US line Cord) | 2 | $390.00 | 11.00% | $347.10 | | | | | | |
| 40K9615 | IBM DPI 60a Cord (IEC 309 2P+G) | 2 | $638.00 | 11.00% | $567.82 | | | | | | |

| | | | $130,550.00 | | $117,634.20 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
| **8406-70Y** | **Server 1:8406 Model 70Y** | **1** | **$4,601.00** | **15.00%** | **$3,910.85** | **$7,030.35** | $7,030.35 | | | 0.33896 | $2,383.01 |
| 265 | AIX Partition Specify | 1 | N/C | | N/C | | | | | | |
| 267 | IBM i Operating System Partition Specify | 2 | N/C | | N/C | | | | | | |
| 566 | IBM i 6.1 with 6.1.1 Machine Code Specify Code | 1 | N/C | | N/C | | | | | | |
| 2146 | Primary OS - AIX | 1 | N/C | | N/C | | | | | | |
| 4650 | Rack Indicator- Not Factory Integrated | 1 | N/C | | N/C | | | | | | |
| 4680 | Chassis indicator-Not Factory Integrated | 1 | N/C | | N/C | | | | | | |
| 5227 | PowerVM Standard | 4 | N/C | | N/C | | | | | | |
| 8209 | 16GB (2 x 8GB DIMMs) DDR3 1066 MHz System Memory | 1 | $993.00 | 15.00% | $844.05 | | | | | | |
| 8242 | QLogic 8Gb Fibre Channel Expansion Card (CIOv) for IBM BladeCenter | 1 | $1,099.00 | 15.00% | $934.15 | | | | | | |
| 8274 | IBM 300GB SAS 10K RPM SFF HDD | 2 | $1,378.00 | 15.00% | $1,171.30 | | | | | | |
| 8405 | One Processor Entitlement for the IBM BladeCenter 70Y | 2 | $200.00 | 15.00% | $170.00 | | | | | | |
| 8406 | Zero-priced Processor Entitlement for IBM BladeCenter PS700 | 2 | N/C | | N/C | | | | | | |
| 8901 | IBM BladeCenter PS700/PS701/PS702 Installation/Users Guide (English) | 1 | N/C | | N/C | | | | | | |
| 8912 | IBM BladeCenter PS700/PS701/PS702 Service/Warranty CDs (Multi-language) | 1 | N/C | | N/C | | | | | | |
| 9441 | New IBM i License Core Counter | 1 | N/C | | N/C | | | | | | |
| 9447 | VIOS Core Counter | 4 | N/C | | N/C | | | | | | |
| 9448 | Other IBM i License Core Counter | 3 | N/C | | N/C | | | | | | |
| | | | **$8,271.00** | | **$7,030.35** | | | | | | |

| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **COM WSU** | **BladeCenter P700 COM WSU** | **1** | **$425.00** | | **$425.00** | **$425.00** | | $425.00 | | 0.34011 | $144.55 |
| | | | **$425.00** | | **$425.00** | | | | | | |

| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5639-ZC1** | **Zend Server Community Edition for i** | **1** | **N/C** | | **N/C** | | | | | | |
| 1 | BOTC per Server w/ 1-Year SWMA | 1 | N/C | | N/C | | | | | | |
| 5809 | Supply | 1 | N/C | | N/C | | | | | | |
| | | | **$0.00** | | **$0.00** | | | | | | |

| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5639-ZS1** | **Zend Studio for i** | **1** | **N/C** | | **N/C** | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Zend Studio for i w/ 1 yr Basic Support | 1 | N/C | | N/C | | | | | | |
| 5809 | Supply | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5692-A6P** | **System Software** | **1** | **N/C** | | **N/C** | **$100.30** | | $100.30 | | 0.34011 | $34.11 |
| 1100 | DVD Process Charge | 1 | $118.00 | 15.00% | $100.30 | | | | | | |
| 1404 | VIOS Expansion Pack | 1 | N/C | | N/C | | | | | | |
| 2201 | Virtual I/O Server | 1 | N/C | | N/C | | | | | | |
| 3435 | DVD/CD-ROM | 1 | N/C | | N/C | | | | | | |
| | | | $118.00 | | $100.30 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5692-LOP** | **SPO for Linux on POWER** | **1** | **N/C** | | **N/C** | | | | | | |
| 1101 | DVD Process No Charge | 1 | N/C | | N/C | | | | | | |
| 1479 | System p AVE x86 Media | 1 | N/C | | N/C | | | | | | |
| 3435 | DVD/CD-ROM | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5722-WE2** | **Web Enablement for i5/OS** | **1** | **N/C** | | **N/C** | | | | | | |
| 1554 | BOTC Websphere Express V6.1 | 1 | N/C | | N/C | | | | | | |
| 1566 | BOTC Express Runtime V1R2 for IBM i | 1 | N/C | | N/C | | | | | | |
| 1787 | BOTC Websphere Express V7.0 | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 5902 | Websphere Express V6.0 (CD-ROM) | 1 | N/C | | N/C | | | | | | |
| 5904 | Websphere Express V6.1 (DVD) | 1 | N/C | | N/C | | | | | | |
| 5909 | Websphere Express V7.0 | 1 | N/C | | N/C | | | | | | |
| 5918 | Express Runtime V1R2 for IBM i 6.1 (DVD) | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5733-NKY** | **Deactivate Software Key and ePoE** | **1** | **N/C** | | **N/C** | | | | | | |
| 2509 | WebSphere Dev Studio (57xx-WDS) | 1 | N/C | | N/C | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2511 | DB2 Query (57xx-ST1) | 1 | N/C | | N/C | | | | | | |
| 2516 | Client Access PB (57xx-XW1) | 1 | N/C | | N/C | | | | | | |
| 2525 | Performance Tools (57xx-PT1) | 1 | N/C | | N/C | | | | | | |
| 2567 | Web Enablement for i5/OS (5722-WE2 V6.0) | 1 | N/C | | N/C | | | | | | |
| 2579 | IBM Director for i5/OS v5.20 (5722-DR1) | 1 | N/C | | N/C | | | | | | |
| 2582 | DB2 Web Query for System i (5733-QU2) | 1 | N/C | | N/C | | | | | | |
| 2610 | Performance Tools Manager (57xx-PT1) | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 4001 | SW Key 1st MT Digit V5 | 9 | N/C | | N/C | | | | | | |
| 4002 | SW Key 2nd MT Digit V5 | 4 | N/C | | N/C | | | | | | |
| 4003 | SW Key 3rd MT Digit V5 | 10 | N/C | | N/C | | | | | | |
| 4004 | SW Key 4th MT Digit V5 | 6 | N/C | | N/C | | | | | | |
| 4005 | SW Key 1st CPU Digit V5 | 1 | N/C | | N/C | | | | | | |
| 4006 | SW Key 2nd CPU Digit V5 | 10 | N/C | | N/C | | | | | | |
| 4007 | SW Key 3rd CPU Digit V5 | 14 | N/C | | N/C | | | | | | |
| 4008 | SW Key 4th CPU Digit V5 | 7 | N/C | | N/C | | | | | | |
| 4009 | SW Key 5th CPU Digit V5 | 2 | N/C | | N/C | | | | | | |
| 4010 | SW Key 6th CPU Digit V5 | 12 | N/C | | N/C | | | | | | |
| 4011 | SW Key 7th CPU Digit V5 | 12 | N/C | | N/C | | | | | | |
| 5809 | 5733-ITL Info Letter | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5733-QU2** | **IBM Web Query for System i** | **1** | **N/C** | | **N/C** | | | | | | |
| 2001 | ePoE Registration - Web Query | 1 | N/C | | N/C | | | | | | |
| 2010 | P10 ePoE Registration - Web Query | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5869 | Supply Web Query (V1.1.2) | 1 | N/C | | N/C | | | | | | |
| 6345 | Web Query User Registration | 4 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5733-SP3** | **IBM Software Maintenance for IBM i and Selected Products, 3-Year Regi** | **1** | **N/C** | | **N/C** | **$294.10** | | | $294.10 | 0.34653 | $101.91 |
| 3 | P05 Registration/Renewal 24x7 | 1 | $346.00 | 15.00% | $294.10 | | | | | | |
| 2935 | MultiLingual Language | 1 | N/C | | N/C | | | | | | |
| 5829 | Supply Media | 1 | N/C | | N/C | | | | | | |
| | | | $346.00 | | $294.10 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5733-SPO** | **IBM SW Maintenance for IBM i and Selected Products, 3-Year Extended** | **1** | **N/C** | | **N/C** | **$3,060.00** | | | $3,060.00 | 0.34653 | $1,060.38 |
| 1 | P05 Per Processor 3-Year Extended | 1 | $3,060.00 | | $3,060.00 | | | | | | |
| 2935 | MultiLingual Language | 1 | N/C | | N/C | | | | | | |
| 5809 | Supply | 1 | N/C | | N/C | | | | | | |
| | | | **$3,060.00** | | **$3,060.00** | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5761-PT1** | **IBM Performance Tools for i5/OS** | **1** | **N/C** | | **N/C** | | | | | | |
| 1075 | P10 OTC Upg Perf Tools (from 5722-PT1) | 1 | N/C | | N/C | | | | | | |
| 1181 | P10 OTC Upg Manager feature (from 5722-PT1) | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply Performance Tools V6R1 | 1 | N/C | | N/C | | | | | | |
| 5911 | Supply Manager feature V6R1 | 1 | N/C | | N/C | | | | | | |
| | | | **$0.00** | | **$0.00** | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5761-QU1** | **IBM Query for i5/OS** | **1** | **N/C** | | **N/C** | | | | | | |
| 578 | P10 OTC | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply V6R1 | 1 | N/C | | N/C | | | | | | |
| | | | **$0.00** | | **$0.00** | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5761-SS1** | **IBM i V6** | **1** | **N/C** | | **N/C** | **$185.30** | | $185.30 | | 0.34011 | $63.02 |
| 1348 | OTC Keyed SW Media | 1 | $118.00 | 15.00% | $100.30 | | | | | | |
| 1999 | IBM i per Processor Registration (70Y) | 1 | N/C | | N/C | | | | | | |
| 2001 | ePoE Registration | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply IBM i V6R1 | 1 | N/C | | N/C | | | | | | |
| 5861 | V6R1M1 Machine Code - RS 611-D (05/13/2011) | 1 | N/C | | N/C | | | | | | |
| 6001 | IBM i per Proc Registration (Qty 1) | 1 | N/C | | N/C | | | | | | |
| 6398 | IBM i Unlimited Users Registration | 1 | N/C | | N/C | | | | | | |
| 7010 | Setup and Operation CD V6R1 | 1 | N/C | | N/C | | | | | | |
| 8001 | SW Install & Backup/Recovery Pubs V6R1 | 1 | $85.00 | | $85.00 | | | | | | |

| | | | $203.00 | | $185.30 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
| **5761-SSA** | **IBM i per Processor License Billing** | **1** | **N/C** | | **N/C** | **$2,245.00** | | $2,245.00 | | 0.34011 | $763.55 |
| 1997 | OTC per Core w/ 90-Day SWMA (70Y) | 1 | $2,245.00 | | $2,245.00 | | | | | | |
| | | | **$2,245.00** | | **$2,245.00** | | | | | | |
| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
| **5761-SSC** | **IBM i per User Billing** | **1** | **N/C** | | **N/C** | **$15,937.50** | | $15,937.50 | | 0.34011 | $5,420.50 |
| 1990 | BOTC Unlimited Users (70Y) | 1 | $18,750.00 | 15.00% | $15,937.50 | | | | | | |
| | | | **$18,750.00** | | **$15,937.50** | | | | | | |
| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
| **5761-ST1** | **IBM DB2 Query Manager and SQL Dev Kit for i5/OS** | **1** | **N/C** | | **N/C** | | | | | | |
| 880 | P10 OTC Upg (from 5722-ST1) | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply V6R1 | 1 | N/C | | N/C | | | | | | |
| | | | **$0.00** | | **$0.00** | | | | | | |
| **Product** | **Description** | **Qty** | **Extended List Price** | **Disc.** | **Extended Sales Price** | **Total for Lease** | **HW** | **SW** | **SW Maint** | **Lease Rate** | **Lease Payment** |
| **5761-WDS** | **IBM WebSphere Development Studio** | **1** | **N/C** | | **N/C** | | | | | | |
| 1482 | WebSphere Development Studio Registration | 1 | N/C | | N/C | | | | | | |
| 1548 | P10 OTC Upg ILE Compilers (from 5722-WDS) | 1 | N/C | | N/C | | | | | | |
| 1625 | P10 OTC Upg Heritage Compilers (from 5722-WDS) | 1 | N/C | | N/C | | | | | | |
| 1681 | P10 OTC Upg Appl Dev ToolSet (from 5722-WDS) | 1 | N/C | | N/C | | | | | | |
| 1747 | OTC Upg per User ADTS (from 5722-WDS) | 15 | N/C | | N/C | | | | | | |
| 1751 | OTC Upg per User Heritage (from 5722-WDS) | 15 | N/C | | N/C | | | | | | |
| 1757 | OTC Upg per User ILE Compilers (from 5722-WDS) | 15 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply Websphere Development V6R1 | 1 | N/C | | N/C | | | | | | |
| 5911 | Supply ILE Compilers V6R1 | 1 | N/C | | N/C | | | | | | |
| 5912 | Supply Heritage Compilers V6R1 | 1 | N/C | | N/C | | | | | | |
| 5913 | Supply Appl Dev ToolSet V6R1 | 1 | N/C | | N/C | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 6345 | ILE Compiler License Registration | 15 | N/C | | N/C | | | | | | |
| 6346 | Heritage Compiler License Registration | 15 | N/C | | N/C | | | | | | |
| 6347 | Appl Dev Toolset License Registration | 15 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5761-XW1** | **System i Access Family** | **1** | **N/C** | | **N/C** | | | | | | |
| 1376 | P10 OTC Upg (from 5722-XW1) | 1 | N/C | | N/C | | | | | | |
| 2924 | English U/L SBCS Primary | 1 | N/C | | N/C | | | | | | |
| 3441 | LPAR System Indicator | 1 | N/C | | N/C | | | | | | |
| 5819 | Supply Processor Based V6R1 | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5765-AVE** | **IBM PowerVM Lx86 for x86 Linux** | **1** | **N/C** | | **N/C** | | | | | | |
| 1 | Per server | 1 | N/C | | N/C | | | | | | |
| | | | $0.00 | | $0.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5765-PVS** | **PowerVM Standard Edition** | **1** | **N/C** | | **N/C** | **$952.00** | | $952.00 | | 0.34011 | $323.78 |
| 1 | Per Processor small system | 4 | $1,120.00 | 15.00% | $952.00 | | | | | | |
| | | | $1,120.00 | | $952.00 | | | | | | |

| Product | Description | Qty | Extended List Price | Disc. | Extended Sales Price | Total for Lease | HW | SW | SW Maint | Lease Rate | Lease Payment |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5773-PVS** | **PowerVM Standard Edition SW Maintenance: 3 Yr** | **1** | **N/C** | | **N/C** | **$956.00** | | | $956.00 | 0.34653 | $331.28 |
| 1015 | Per Processor small system 3yr reg | 4 | $756.00 | | $756.00 | | | | | | |
| 1017 | Per Processor small system 3Yr 24x7 | 4 | $200.00 | | $200.00 | | | | | | |
| | | | $956.00 | | $956.00 | | | | | | |

**Grand Total: $148,819.75**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Sub Total** | **$148,819.75** | $124,664.55 | $19,845.10 | $4,310.10 | | **$50,499.39** |
| **VM Ware** | **$14,664.00** | | | | 0.34653 | **$5,081.52** |
| **SOW 1** | **$6,272.00** | | | | 0.34653 | **$2,173.44** |
| **SOW 2** | **$11,100.00** | | | | 0.34653 | **$3,846.48** |

| | | | |
|---|---|---|---|
| **Baseline Services** | **$100,000.00** | 0.34653 | **$34,653.00** |
| **Total Financed** | **$280,855.75** | **Total Annual Payment** | **$96,253.83** |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8m

**DATE OF SCHOOL BOARD MEETING**: October 25, 2011

**TITLE OF AGENDA ITEM**: Supplemental Educational Services

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM**:

Requesting approval from the School Board for the attached contractual agreements from State approved providers for our district to include a description of services that will be provided to qualifying students in Title I schools.

**FUND SOURCE**: Title 1 Part A, Supplemental Education Services

**AMOUNT:** $353,250.00

**PREPARED BY**: Rose Raynak

**POSITION:** Director Federal Programs

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 20th day of July 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Advanced Learners Private Tutoring
Contact Address: 13911 W. Hillsborough Ave Suite 309
City, Zip, State: Tampa, FL 33635

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.




### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | |
|---|---|---|---|---|
| To parents | Weekly | □ | Monthly | X |
| To the school | Weekly | □ | Monthly | X |
| To the DISTRICT | Monthly | **X** | | |

# Sessions per Week: 1 to 4 # Sessions per Month: 4 to 20

Type of Service: *Check and complete all that apply.*

Online □ One-on-One X

Small Group (2-5 students) □ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: (1)

Time/Day of Sessions:
anytime / anyday - Per Parent Request

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Provider facility
- ☒ Faith-based center
- ☒ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☒ Child Care Center
- ☒ Public site such as public library
- ☒ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $6.25 not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012**. The last day to submit an invoice will be** April 16, 2012**. The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Victoria Kearney Director 7/13/11
Provider Authorized Representative: Name / Title / Signature / Date

Advanced Learners Private Tutoring
Name of Supplemental Educational Service Provider:

13911 W Hillsborough Ave Suite 309
Address

Tampa FL 33635
City / State / Zip Code

866-358-8867 03-0482633
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title Address

Date / Phone Number City / State / Zip code

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: One (1) student**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

_____
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Victoria Kearney Director 7/20/11
Provider Authorized Representative: Name / Title / Signature / Date

Advanced Learners Private Tutoring
Name of Supplemental Educational Service Provider:

13911 W. Hillsborough Ave Suite 309
Address

Tampa, FL 33685
City / State / Zip Code

866 358-8867 03-0482633
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title | Address

Date / Phone Number | City / State / Zip code

OP ID: JN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Intermarket Insurance Agcy Inc<br>205 E Main Street, Suite 3-4<br>Huntington, NY 11743<br>House Accounts<br>631-421-2424<br>631-421-2004 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: ADVAN-5 |
| INSURED<br>Advanced Learners Private Tutoring LLC<br>11826 Snapdragon Rd<br>Tampa, FL 33635 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Markel Insurance Company<br>INSURER B : The Hartford Insurance Company<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>$0 Deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | 8502CC340738-1 | 06/07/11 | 06/07/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 8502CC340738-1 $0 DEDU | 06/07/11 | 06/07/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | | | 4602CC340739-1 $0 DEDU | 06/07/11 | 06/07/12 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 12WEZX3762 $0 DEDUCT | 06/07/11 | 06/07/12 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Prof Liability | | | 8502CC340738-1 $0 DEDUCT | 06/07/11 | 06/07/12 | Claim/Agg | $1M/$2M |
| A | Abuse/Molestation | | | 8502CC340738-1$0 DEDUCT | 06/07/11 | 06/07/12 | PP/Policy | $1M/$1M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, volunteers, and agents are included as an additional insured, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

The School Board of Gadsden Count
35 Martin Luther King Jr. Blvd
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
**Advanced Learners Private Tutoring**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► C
☐ Other (see instructions) ►

☑ Exempt payee

Address (number, street, and apt. or suite no.)
**13911 W. Hillsborough Ave. Suite 309**

Requester's name and address (optional)

City, state, and ZIP code
**Tampa, FL 33635**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
: :

**or**

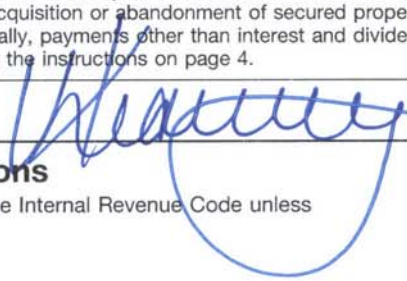
**Employer identification number**
**03** : **0482633**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ►  Date ► 7/11/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

## Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) 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.

| Name of Applicant | PR/Award Number and/or Project Name |
|---|---|
| Advanced Learners Private Tutoring | Supplemental Educational Services |
| **Printed Name** | **Title of Authorized Representative** |
| Victoria Kearney | Director |
| **Signature** | **Date** |
| | 7/11/11 |

*ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete*

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



# Detail by Entity Name

## Florida Limited Liability Company

ADVANCED LEARNERS PRIVATE TUTORING, LLC

## Filing Information

| | |
|---|---|
| **Document Number** | L02000024174 |
| **FEI/EIN Number** | 030482633 |
| **Date Filed** | 09/17/2002 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT AND NAME CHANGE |
| **Event Date Filed** | 04/13/2009 |
| **Event Effective Date** | NONE |

## Principal Address

13911 WEST HILLSBOROUGH AVE, STE 309
TAMPA FL 33635

Changed 02/04/2009

## Mailing Address

13911 WEST HILLSBOROUGH AVE, STE 309
TAMPA FL 33635

Changed 02/04/2009

## Registered Agent Name & Address

GIAMBALVO, JOSEPH
1012 DREW ST
CLEARWATER FL 33755 US

Name Changed: 04/08/2009

Address Changed: 04/08/2009

## Manager/Member Detail

**Name & Address**

Title MGR

KEARNEY, VICTORIA
13911 WEST HILLSBOROUGH AVE, STE 309
TAMPA FL 33635

Title MGR

SMITH, AMY K
13911 WEST HILLSBOROUGH AVE, STE 309
TAMPA FL 33635

Title MGR

SMITH, KENNETH W
13911 WEST HILLSBOROUGH AVE, STE 309
TAMPA FL 33635

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2009 | 04/08/2009 |
| 2010 | 02/24/2010 |
| 2011 | 04/25/2011 |

## Document Images

| | |
|---|---|
| 04/25/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/24/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/13/2009 -- LC Amendment and Name Change | View image in PDF format |
| 04/08/2009 -- ANNUAL REPORT | View image in PDF format |
| 11/24/2008 -- REINSTATEMENT | View image in PDF format |
| 07/08/2007 -- ANNUAL REPORT | View image in PDF format |
| 10/15/2006 -- REINSTATEMENT | View image in PDF format |
| 05/11/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2004 -- ANNUAL REPORT | View image in PDF format |
| 05/05/2003 -- ANNUAL REPORT | View image in PDF format |
| 09/18/2002 -- Florida Limited Liability | View image in PDF format |

**Note:** This is not official record. See documents if question or conflict.

Previous on List | Next on List | Return To List

Entity Name Search

Events | Name History

Submit

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright © and Privacy Policies
State of Florida, Department of State

# Electronic Articles of Organization For Florida Limited Liability Company

L02000024174
FILED 8:00 AM
September 17, 2002
Sec. Of State

## Article I

The name of the Limited Liability Company is:

TUTORSELECT, LLC

## Article II

The street address of the principal office of the Limited Liability Company is:

1307 E. CENTRAL BLVD.
ORLANDO, FL. 32801

The mailing address of the Limited Liability Company is:

1307 E. CENTRAL BLVD.
ORLANDO, FL. 32801

## Article III

The name and Florida street address of the registered agent is:

KENNETH W SMITH
118 WOODLAND CT.
SAFETY HARBOR, FL. 34695

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KENNETH W. SMITH

## Article IV

The Limited Liability Company is a manager managed company

## Article V

L02000024174
FILED 8:00 AM
September 17, 2002
Sec. Of State

The name and address of managing members/managers are:

Title: MGR
VICTORIA KEARNEY
1307 E. CENTRAL BLVD.
ORLANDO, FL. 32801

Title: MGR
AMY K SMITH
118 WOODLAND CT.
SAFETY HARBOR, FL. 34695

Signature of member or an authorized representative of a member

Signature: AMY KATHERINE SMITH

L02000024174

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

(6357)

Office Use Only

L02-24174

600144924786

03/06/09--01012--009 **30.00

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

M. THOMAS

APR 14 2009

EXAMINER

# COVER LETTER

**TO:** **Registration Section**
**Division of Corporations**

**SUBJECT:** TutorSelect, LLC
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Amy Smith
(Name of Person)

TutorSelect, LLC
(Firm/Company)

10 Seedling Drive
(Address)

Safety Harbor, FL 34695
(City/State and Zip Code)

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Amy Smith at 727, 725-0601
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ $25.00 Filing Fee
- ☒ $30.00 Filing Fee & Certificate of Status
- ☐ $55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- ☐ $60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**MAILING ADDRESS:**
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

February 16, 2009

Florida Department of State
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

To Whom It May Concern:

Please find enclosed the form to change our corporate name from TutorSelect, LLC to Advanced Learners, LLC. I have also made changes to the mailing address of our managing members. I may be reached at (727) 725-0601 or (727) 796-0847 if you have any questions.

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Thank you,

Amy Smith

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 9, 2009

AMY SMITH
TUTORSELECT, LLC
10 SEEDLING DRIVE
SAFETY HARBOR, FL 34695

SUBJECT: TUTORSELECT, LLC
Ref. Number: L02000024174

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We have received your document for TUTORSELECT, LLC and your check(s) totaling $30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division s records at www.sunbiz.org.

Please note the name of a limited liability company must end with the words Limited Liability Company, the abbreviation L.L.C., or the designation LLC. The word Limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co. The following suffixes are no longer acceptable: Limited Company, L.C., and LC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas
Regulatory Specialist II

Letter Number: 509A00007951

use this instead pls -

Advanced Learners Private Tutoring, LLC

# ARTICLES OF AMENDMENT
# TO
# ARTICLES OF ORGANIZATION
# OF

TutorSelect, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 9/17/02 and assigned Florida document number L02000024174.

This amendment is submitted to amend the following:

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**A. If amending name, enter the new name of the limited liability company here:**

ADVANCED LEARNERS PRIVATE TUTORING, LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**
***(Principal office address MUST BE A STREET ADDRESS)***

**Enter new mailing address, if applicable:**
***(Mailing address MAY BE A POST OFFICE BOX)***

13911 W. Hillsborough Ave.
Suite 309
Tampa, FL 33635

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent: Joseph Giambalvo

New Registered Office Address: 1012 Drew St.
*(Enter Florida street address)*

Clearwater, **Florida** 33755
*(City)* *(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

(If Changing Registered Agent, Signature of New Registered Agent)
Joseph Giambalvo

**If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:**

**MGR = Manager**
**MGRM = Managing Member**

| Title | Name | Address | Type of Action |
|---|---|---|---|
| MGRM | Amy Smith | 13911 W. Hillsborough Ave Suite 309 Tampa, FL 33635 | ☑ Add ☐ Remove |
| MGRM | Kenneth Smith | 13911 W. Hillsborough Ave. Suite 309 Tampa, FL 33635 | ☑ Add ☐ Remove |
| MGRM | Victoria Kearney | 13911 W. Hillsborough Ave Suite 309 Tampa, FL 33635 | ☑ Add ☐ Remove |
| | | | ☐ Add ☐ Remove |
| | | | ☐ Add ☐ Remove |
| | | | ☐ Add ☐ Remove |

**D. If amending any other information, enter change(s) here:** *(Attach additional sheets, if necessary.)*

Dated 2/20/09

Signature of a member or authorized representative of a member

Amy Smith
Typed or printed name of signee

FILED
2009 APR 13 AM 10:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Filing Fee: $25.00**

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 2nd day of August, 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Ladders 2 Success LLC
Contact Address: 1870 S. Carisbrook PL
City, Zip, State: Dustell, 30168, GA

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

### 1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### 2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | |
|---|---|---|---|---|
| To parents | Weekly | □ | Monthly | ☒ |
| To the school | Weekly | □ | Monthly | ☒ |
| To the DISTRICT | Monthly | X | | |

# Sessions per Week: 1-5 # Sessions per Month: 4-20

Type of Service: *Check and complete all that apply.*

Online □ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 16

Time/Day of Sessions:
M-F, afterschool to 7pm
Sat. and Sun. 8am-6pm

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Provider facility
- ☑ Faith-based center
- ☑ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☑ Child Care Center
- ☑ Public site such as public library
- ☑ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 56.25 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012**. The last day to submit an invoice will be** April 16, 2012**. The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**
All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**
PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**
DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**
To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Douglas Stephenson / Manager / [signature] 8/2/11
Provider Authorized Representative: Name / Title / Signature / Date

Ladders 2 Success LLC
Name of Supplemental Educational Service Provider:

1870 S. Carisbrook Place
Address

Austell GA 30168

City / State / Zip Code

404.642.4225 / 27-5063217

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title | Address

Date / Phone Number | City / State / Zip code

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Douglas Lamond Stephenson

Business name/disregarded entity name, if different from above
Ladders 2 Success LLC

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1870 S. Carisbrook Place

Requester's name and address (optional)

City, state, and ZIP code
Austell, GA 30168

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: 418-29-3709

Employer identification number: 27-5063217

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Douglas Stephenson Date ▶ 8/12/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OP ID: JN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington, NY 11743
House Accounts
631-421-2424
631-421-2004

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: LADDE-1

INSURED
Ladders 2 Success LLC
1870 S Carisbrook Place
Austell, GA 30168

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Markel Insurance Company | |
| INSURER B : CNA Insurance Companies | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | 3602CC360857-0 | 08/01/11 | 08/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 3602CC360857-0 | 08/01/11 | 08/01/12 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 4030894921 | 08/01/11 | 08/01/12 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Prof Liability | | | 3602CC360857-0 | 08/01/11 | 08/01/12 | Act/Agg | $1Mil/$2Mi |
| A | Sex Abuse/Molestat | | | 3602CC360857-0 | 08/01/11 | 08/01/12 | PP/Agg | $1Mil/$1Mi |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Board of Gadsden County, Florida, including all current, former, and future Board members, employees volunteers, and agents

CERTIFICATE HOLDER

SBLAKEC

The School Board of Gadsden County, Florida
35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

SIGN YOUR CHILD UP WITH OUR COMPANY, THERE'S NO COST TO YOU

LADDERS 2 SUCCESS, LLC
INFO@LADDERS2SUCCESS.COM
1-404-642-4225

# FREE TUTORING



**Our goal is to bridge gaps in skill level to mastery ensuring that the student remains on or above grade level.**

- Individualized or small group tutoring specific to meet your child's need
- Consistent with the instructional program of the school in which the student is enrolled
- Staff has over 55 years of educational experience
- Grades K-12 (Reading/Language Arts, Math and Science)
- LADDERS 2 SUCCESS, LLC is an approved Supplemental Education Service Provider under the No Child Left Behind Act of 2001.

Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider.

---

SIGN YOUR CHILD UP WITH OUR COMPANY, THERE'S NO COST TO YOU

LADDERS 2 SUCCESS, LLC
INFO@LADDERS2SUCCESS.COM
1-404-642-4225

FREE TUTORING



**Our goal is to bridge gaps in skill level to mastery; ensuring that your student remains on or above grade level.**

- Individualized or small group tutoring specific to meet your child's need
- Consistent with the instructional program of the school in which the student is enrolled
- Staff has over 55 years of educational experience
- Grades K-12 (Reading/Language Arts, Math and Science)
- LADDERS 2 SUCCESS, LLC is an approved Supplemental Education Service Provider under the No Child Left Behind Act of 2001.

Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider.

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this **22** day of **July**, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: Hope Learning Academy**
Contact Address: 3767 Evanwood Court
City, Zip, State: Tallahassee, FL 32303

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.




### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly □ | Monthly **X** |
| To the school | Weekly □ | Monthly **X** |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: **2** # Sessions per Month: **8**

Type of Service: *Check and complete all that apply.*

Online □ One-on-One **X**

Small Group (2-5 students) **X** Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: **5**

Time/Day of Sessions:
**Monday – Thursday; Immediately following the school day**

Location of Sessions: *Check all that apply.*

**X** School campus
□ Community-based center
□ Child Care Center
□ Student's home with tutor present
□ Provider facility
□ Student's home (on-line or computer-based)
□ Public site such as public library
□ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance





Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student.

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of **$56.25** not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough

investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the

minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: one (1) student**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Adriane Peters, Director Adriane R. Peters 7/22/11
Provider Authorized Representative: Name / Title / Signature / Date

Hope Learning Academy
Name of Supplemental Educational Service Provider:

3767 Evanwood Court
Address

Tallahassee, FL 32303
City / State / Zip Code

850 321 7896 / 27-1403917
Phone Number / Tax Identification Number:

Initials ARP

**Authorized name, contact number and address for sending notice and information if different from above:**

| | |
|---|---|
| Name / Title | Address |
| Date / Phone Number | City / State / Zip code |

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Marlon Williams

Business name/disregarded entity name, if different from above
MLW Investments, LLC DOB HOPE Learning Academy

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1423 South Adams Street

Requester's name and address (optional)

City, state, and ZIP code
Tallahassee, FL 32301

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 7 | – | 1 | 4 | 0 | 3 | 9 | 1 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Marlon Williams Date ▶ 7/12/2011

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER** | Hendrickson Insurance Services, Inc.<br>P O Box 180099<br>Tallahassee, FL 32318<br>License #: A116382 |
| CONTACT NAME: | Brad Merkhofer |
| PHONE (A/C, No, Ext): | (850)878-5600 |
| FAX (A/C, No): | (850)562-8298 |
| E-MAIL ADDRESS: | Brad@hendricksoninsuranceservices.com |
| **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| INSURER A : | SCOTTSDALE INSURANCE CO. |
| INSURER B : | Hartford |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |
| **INSURED** | MLW Investments, LLC<br>DBA HOPE Learning Academy<br>78 Carmen Lane<br>Tallahassee, FL 32327 |

**COVERAGES** **CERTIFICATE NUMBER: 00002089-24048** **REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | Y | 10-0451 | 07/11/2011 | 07/11/2012 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | Teachers E&O | $ Included |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | Y | 21 WEC VX9660 | 07/12/2011 | 07/12/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Borad of Gadsden County is listed as additional insured under the above insureds Liability coverage.
Waiver of Subrogation Included

**CERTIFICATE HOLDER**

The School Board of Gadsden County, Florida

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(DBM)

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G11000047038

**Fictitious Name to be Registered:** HOPE LEARNING ACADEMY

**Mailing Address of Business:** 3767 EVANWOOD COURT
TALLAHASSEE, FL 32303

**Florida County of Principal Place of Business:** MULTIPLE

**FEI Number:** 24-1403917

**FILED**
**May 17, 2011**
**Secretary of State**

**Owner(s) of Fictitious Name:**

MLW INVESTMENTS, LLC
1423 SOUTH ADAMS STREET
TALLAHASSEE, FL 32301 US
Florida Document Number: L09000114901
FEI Number: 24-1403917

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ADRIANE PETERS — 05/17/2011
Electronic Signature(s) — Date

**Certificate of Status Requested ( )** **Certified Copy Requested ( )**

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 15 day of July 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** I.S online Tutoring Services, LLC
Contact Address: 9946 Owensmouth Ave. Suite 1
City, Zip, State: Chatsworth CA 91311

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED JUL 19 2011

### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance

database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca H. Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.

The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

### I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

### II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | | |
|---|---|---|---|---|---|
| To parents | Weekly | □ | Monthly | □ | Bi weekly |
| To the school | Weekly | □ | Monthly | □ | Bi weekly |
| To the DISTRICT | Monthly | **X** | | | |

# Sessions per Week: 2-3 # Sessions per Month: 8-12

Type of Service: *Check and complete all that apply.*

Online ☑ One-on-One ☑

Small Group (2-5 students) □ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 1

Time/Day of Sessions:
Monday to Saturday - 9am - 9pm / Sunday - 9am - 5pm

Location of Sessions: *Check all that apply.*

- □ School campus
- □ Provider facility
- □ Faith-based center
- □ Community-based center
- ☑ Student's home (on-line or computer-based)
- □ Child Care Center
- □ Public site such as public library
- □ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. However, no SES services may begin prior to October 14, 2011. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student completed **monthly.**

**III.** Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $50 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*

**Invoice and Billing Documents due to the DISTRICT February 15, 2012**

For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*

**Invoice and Billing Documents due to the DISTRICT March 15, 2012**

**(Spring Break March 19-23, 2012)**

For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*

**Invoice and Billing Documents due to the DISTRICT April 16, 2012**

All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

## Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Amit Jaswja / Manager / Amit Jaswja / 7/15/11
Provider Authorized Representative: Name / Title / Signature / Date

1:1 Online Tutoring Services, LLC
Name of Supplemental Educational Service Provider:

9946 Owensmouth Ave. Suite 1
Address

Chatsworth CA 91311
City / State / Zip Code

866-99-CLASS / 27-4955523
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2011

PRODUCER
RFP INSURANCE AGENCY
5601 WEST SLAUSON AVE., SUITE 250
CULVER CITY, CA 90230
Phone (310) 642-1933 Fax (310) 645-3150

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1:1 ONLINE TUTORING SERVICES
9946 OWENSMOUTH AVE SUITE 1
Chatsworth, CA 91311

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: MARKEL INSURANCE COMPANY | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>X PROFESSIONAL LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | 3602CC359161-0<br>3602CC359161-0 | 6/24/2011<br>6/24/2011 | 6/24/2012<br>6/24/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | 3602CC359161-0 | 6/24/2011 | 6/24/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | | OTHER<br>SEXUAL ABUSE | 3602CC359161-0 | 6/24/2011 | 6/24/2012 | LIMITS:<br>$1,000,000/$1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECTS TO INSURED OPERATIONS

CERTIFICATE HOLDER — Additional Insured

SCHOOL BOARD OF GADSEN COUNTY
FLORIDA
35 MARTIN LUTHER KING JR. BLVD.
QUINCY, FL 32351-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Gwen Harvey

ACORD 25 (2001/08) 1:1TU Cert# 1 Holder# 28

© ACORD CORPORATION 1988

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

VG
R022

DATE (MM/DD/YYYY)
07-15-2011

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
FOX INSURANCE AGENCY/PHS
709712 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:
PRODUCER CUSTOMERID #:

**INSURED**
1:1 ONLINE TUTORING SERVICES LLC
20920 COMMUNITY ST APT 8
CANOGA PARK CA 91304

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Sentinel Ins Co LTD | |
| INSURER B : Twin City Fire Ins Co | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>[X] General Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC | X | | 52 SBM FV5020 | 01/26/2011 | 01/26/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 52 WEC DH7177 | 06/30/2011 | 06/30/2012 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

School Board of Gadsden County: Florida
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this **22nd** day of **July 2011** , between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: Grade Plus Tutors**
Contact Address: **8721 Santa Monica Blvd #1445**
City, Zip, State: **West Hollywood, 90069-4507, CA**

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

1. **TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

2. **DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I.INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

## 3.PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

### 1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### 2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

## I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☑ |
| To the school | Weekly ☐ | Monthly ☑ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: **3-4** # Sessions per Month: **10-12 sessions**

Type of Service: *Check and complete all that apply.*

Online ☑ One-on-One ☐

Small Group (2-5 students) ☐ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: **1**

Time/Day of Sessions:
**8 am to 8 pm / Monday to Sunday**

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☑ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☐ Public site such as public library
- ☐ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of **$50** – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

## Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

## R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

## S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

## T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

## U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

## 6. PROHIBITION OF LOBBYING

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

## 7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

## 8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

## 9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: 1**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

_____
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

**Ashish Agarwal/Manager/** Ashish **/ 7/24/2011**
Provider Authorized Representative: Name / Title / Signature / Date

**Grade Plus Tutors**
Name of Supplemental Educational Service Provider:

**8721 Santa Monica Blvd #1445**
Address

**West Hollywood,/ CA/ 90069-4507**
City / State / Zip Code

**800-970-1796/27-2356659**
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Same as above
Name / Title Address

Date / Phone Number City / State / Zip code

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Innovadia LLC

Business name/disregarded entity name, if different from above
Grade Plus Tutors

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8721 Santa Monica Blvd #1445

Requester's name and address (optional)

City, state, and ZIP code
West Hollywood, CA 90069

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

**Employer identification number**
27 - 1867459

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Amil Date ▶ July 21, 2011

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2011

PRODUCER
RFP INSURANCE AGENCY
5601 WEST SLAUSON AVE., SUITE 250
CULVER CITY, CA 90230
Phone (310) 642-1933 Fax (310) 645-3150

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
INNOVADIA
GRADE PLUS TUTORS
20920 COMMUNITY ST #8
Canoga Park, CA 91304

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: PHILADELPHIA INDEMNITY INS. CO. | A+, X |
| INSURER B: THE HARTFORD INSURANCE COMPANY | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | PHPK746193 | 6/29/2011 | 6/29/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | PHPK746193 | 6/29/2011 | 6/29/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS/UMBRELLA LIABILITY<br>OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO<br>If yes, describe under SPECIAL PROVISIONS below | 72WECDI2277 | 7/13/2011 | 7/13/2012 | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | | OTHER<br>PROFESSIONAL LIABILITY<br>ABUSE & MOLESTATION | PHPK746193<br>PHPK746193 | 6/29/2011<br>6/29/2011 | 6/29/2012<br>6/29/2012 | LIMITS:<br>$1,000,0000/$3,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECTS TO INSURED OPERATIONS.

CERTIFICATE HOLDER **Additional Insured**

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) INNOV Cert# 1 Holder# 113

© ACORD CORPORATION 1988

## STUDENT ACCIDENT REPORT

Student Name:

Parent's Name:

Contact Number:

Date Of Accident:

Location of Accident:

School:

Nature of Accident:

Witnesses:

1. Name
   Phone Number

2. Name
   Phone Number

Leave Required from _____to_____.

Approved By:

Grade Plus Tutors

_____

Name/Title Date

POLICY NUMBER: PHPK746193 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

**Name of Person or Organization:**

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 25 day of July, 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Sylvan Learning
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED JUL 26 2011

### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

Initials

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

Initials _____

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Initials _____

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

Initials _____

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly □ | Monthly □ |
| To the school | Weekly □ | Monthly □ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2-3 # Sessions per Month: 8-12

Type of Service: *Check and complete all that apply.*

Online □ One-on-One □

Small Group (2-5 students) X Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 3

Time/Day of Sessions: M, T, W, TH 3:30, 4:30, 5:30, 6:30 or 7:30
S 10:00, 11:00, 12:00 or 1:00

Location of Sessions: *Check all that apply.*

- □ School campus
- ☒ Provider facility Tallahassee
- □ Faith-based center
- □ Community-based center
- □ Student's home (on-line or computer-based)
- □ Child Care Center
- □ Public site such as public library
- □ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student.

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $35.00 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012**. The last day to submit an invoice will be** April 16, 2012**. The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

Initials _____

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

Initials _____

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

Initials _____

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

Initials _____

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

_____
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Diane M. Redinger, President 7/25/11
Provider Authorized Representative: Name / Title / Signature / Date

Sylvan Learning of Leon and Pasco
Name of Supplemental Educational Service Provider:

2811 Capital Circle NE Tallahassee, FL 32308
Address

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05-16-2011

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
ARTHUR J GALLAGHER RISK MGMT/PHS
382464 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

**INSURED**
FLORIDA LEARNING CENTERS INC D/B/A
SYLVAN LEARNING CENTER
2811 CAPITAL CIR NE STE 3
TALLAHASSEE FL 32308

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Casualty Ins Co | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[ ] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC | X | | 38 SBM UG6805 | 07/01/2011 | 07/01/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | | | 38 SBM UG6805 | 07/01/2011 | 07/01/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

**CERTIFICATE HOLDER**

School Board of Gadsden County
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

OP ID: NK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Earl Bacon Agency, Inc<br>3131 Lonnbladh Road<br>P.O. Box 12039<br>Tallahassee, FL 32317<br>Bobby Bacon/A010992<br>850-878-2121<br>850-878-2128 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: FLLEA-2 |
| INSURED<br>Florida Learning Centers, Inc.<br>1410-B1 Market Street<br>Tallahassee, FL 32312 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Technology Insurance Company<br>INSURER B : Darwin Select Insurance Co.<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TWC3266724 | 02/01/11 | 02/01/12 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| B | E&O - Claims Made | | | 0347729 RETRO 8/1/09 | 08/01/11 | 08/01/12 | Liab/E&O | 1,000,000 |
| B | EPL- Claims Made | | | 0347729 RETRO 8/1/09 | 08/01/11 | 08/01/12 | Liab/EPL | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

SCBOQU1

School Board of Gadsden County
Attn.: Tammy McGriff Farland
35 Martin Luther King Blvd.
Quincy, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Bacon

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** All About Achieving Learning
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED JUL 25 2011

### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | | |
|---|---|---|---|---|---|
| To parents | Weekly | ☐ | | Monthly | ☒ |
| To the school | Weekly | ☐ | | Monthly | ☒ |
| To the DISTRICT | Monthly | **X** | | | |

# Sessions per Week: 2-3 # Sessions per Month: 8-12

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 1-5-10

Time/Day of Sessions: TBA

Location of Sessions: *Check all that apply.*

- [x] School campus
- [x] Community-based center
- [x] Child Care Center
- [x] Student's home with tutor present
- [ ] Provider facility
- [ ] Student's home (on-line or computer-based)
- [x] Public site such as public library
- [x] Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $60.25 not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.
**The last day that PROVIDER may provide SES will be March 23, 2012. The last day to submit an invoice will be April 16, 2012. The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS





PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

_____
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

JOHN BOLEN OWNER 7/20/11
Provider Authorized Representative: Name / Title / Signature / Date

ALL ABOUT ACHIEVING LEARNING CENTERS, INC.
Name of Supplemental Educational Service Provider:

5567 SE FEDERAL Hwy STUART FL 34997
Address

City / State / Zip Code

772-631-4849 772-215-495 ~~59~~13-4360015

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

JILL McSOLEY 2136 ARMISTEAD ROAD

Name / Title Address

7/20/11 TALLAHASSEE FL 32308

Date / Phone Number City / State / Zip code

850-363-2793

FAX 850-878-5496

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
**All About Achieving Learning Centers, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
**5567 SE Federal Highway**

Requester's name and address (optional)

City, state, and ZIP code
**Stuart, Fl. 34997**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 3 | – | 4 | 3 | 6 | 0 | 0 | 1 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶ 2/11/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Client#: 145235 14ALLABOUTAC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| J. Smith Lanier & Co.-Atlanta<br>11330 Lakefield Drive<br>Bldg 1, Suite 100<br>Duluth, GA 30097 | PHONE (A/C, No, Ext): 770 476-1770 | FAX (A/C, No): 7704763651 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Philadelphia Indemnity Insuranc | 18058 |
| INSURED<br>All About Achieving Learning Centers, Inc.; 5567 SE Federal Highway<br>Stuart, FL 34997 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | PHPK747908 | 09/01/2011 | 07/01/2012 | EACH OCCURRENCE | $1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK747908 | 09/01/2011 | 07/01/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [ ] OCCUR | | | PHUB352971 | 09/01/2011 | 07/01/2012 | EACH OCCURRENCE | $1,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $1,000,000 |
| | [ ] DED [X] RETENTION $10000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liab | | | PHPK747908 | 09/01/2011 | 07/01/2012 | $1,000,000 Ea Occ/Agg | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

AYM

ALL ABOUT ACHIEVING LEARNING CENTERS, INC.
5567 SE Federal Highway
Stuart, Fl. 34997
772-631-4849 or 772-215-4951
www.AllAboutAchieving.com
Email: AllAboutAchieving@Yahoo.com



# (2011-2012) (Gadsden County) WORKER'S COMPENSATION AFFIDAVIT
# CONTRACTOR, SUBCONTRACTOR CERTIFICATION OF NUMBER OF EMPLOYEES

**I, __John Bolen__ D/B/A/___All About Achieving Learning Centers, Inc.___**
**(Name of Applicant) (Name of Business)**
**5567 SE Federal Highway Stuart, Fl. 34997**
**(Address of Business)**

**Hereby certify or affirm that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the period _06/__30_/_2011__ to _06_/_30__/_2012_.**

**I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, Certificate of Insurance shall be provided to The School Board of _GADSDEN_____ County, Florida, with five (5) business days.**

**With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Worker's Compensation coverage.**

**Signed** _____ 7/11/11

**Print/Type Name: John Bolen**

**Title: Owner**

**Sworn to and subscribed before me this** 11 **day of** July **A.D.20**11

**Notary Public:** _____

**(Signature) & (Seal)**

DAWN M. FISCHKELTA
Notary Public - State of Florida
My Comm. Expires May 31, 2015
Commission # EE 98794

ALL ABOUT ACHIEVING LEARNING CENTERS, INC.
5567 SE Federal Highway
Stuart, Fl. 34997
772-631-4849 or 772-215-4951
www.AllAboutAchieving.com
Email: AllAboutAchieving@Yahoo.com



# 2011-2012 Auto Liability Insurance Affidavit (GADSDEN)

**I, __John Bolen__ D/B/A/___All About Achieving Learning Centers, Inc.___**
**(Name of Applicant) (Name of Business)**
**5567 SE Federal Highway Stuart, Fl. 34997**
**(Address of Business)**

**Hereby attest to the following:**

**All About Achieving Learning Centers Inc, does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, All About Achieving Learning Centers, Inc. agrees to provide proof of "Any Auto" coverage effective date of acquisition to the (Gadsden) County School Board.**

**Signed**_____ **Date:** 7/11/11

**Print/Type Name: John Bolen**

**Title: Owner**

**Sworn to and subscribed before me this** 11 **day of** July **A.D.20**11

**Notary Public:** _____

DAWN M. SCHKELTA
Notary Public State of Florida
My Comm Expires May 31, 2015
Commission # EE 98794

**(Signature) & (Seal)**




# All About Achieving Learning Centers

5567 SE Federal Hwy. Stuart Fl. 34997
(772) 631-4849 or 772-215-4951 / (772) 220-4018 fax
Email: AllAboutAchieving@yahoo.com


## TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES

## REDUCED RATE AGREEMENT

PROVIDER cannot charge DISTRICT a per hour rate higher than is stated in the PROVIDER'S 2011-2012 state approved application for services rendered. However, if PROVIDER chooses to be held to a lower rate, thereby, increasing the number of hours of tutoring that can be offered to students, the PROVIDER may do so by indicating below. Based upon __GADSDEN COUNTY'S___ projected per pupil allocation of $___1125.00_____ All About Achieving Learning Centers agrees that the following shall be our new rate. If the per pupil allocation changes then whatever the new per pupil allocation becomes that number will be divisible by (20) hours and will become our hourly rate for all services listed below...

$ ___56.25_____ Small group instruction (group size two to five students per tutor)

$____56.25____ large group instruction (group size six to ten students per tutor)

$ ____56.25___ Individual tutoring

I, John Bolen ( name of authorized PROVIDER representative), understand by signing below I hereby authorize the DISTRICT to pay PROVIDER the per hour amount specified above for SES rendered instead of the amount specified in the PROVIDER'S 2011-2012 state approved application. The agreement will allow the district to publish the higher number of tutoring hours offered by PROVIDER.

All About Achieving Learning Centers, Inc. _____GADSDEN_____County School District

(PROVIDER)

Signature: _____ Signature: _____

Name: JOHN BOLEN Date: _____

Title: OWNER

Date: 7/14/11

# State of Florida

## Department of State

I certify from the records of this office that ALL ABOUT ACHIEVING LEARNING CENTERS, INC. is a corporation organized under the laws of the State of Florida, filed on May 23, 2007, effective June 1, 2007.

The document number of this corporation is P07000061548.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 11, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twelfth day of January, 2011*

**Secretary of State**

Authentication ID: **700191002087-011211-P07000061548**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

# *Certified Copy*

I certify the attached is a true and correct copy of the Articles of Incorporation of ALL ABOUT ACHIEVING LEARNING CENTERS, INC., a Florida corporation, filed electronically on May 23, 2007 effective June 01, 2007, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P07000061548.

Authentication Code: 070523153629-900102931589#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Third day of May, 2007

Kurt S. Browning
Secretary of State

# Electronic Articles of Incorporation For

ALL ABOUT ACHIEVING LEARNING CENTERS, INC.

P07000061548
FILED
May 23, 2007
Sec. Of State
clewis

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

## Article I

The name of the corporation is:

ALL ABOUT ACHIEVING LEARNING CENTERS, INC.

## Article II

The principal place of business address:

5577 SE FEDERAL HIGHWAY
STUART, FL. US 34997

The mailing address of the corporation is:

5577 SE FEDERAL HIGHWAY
STUART, FL. US 34997

## Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

## Article IV

The number of shares the corporation is authorized to issue is:

100

## Article V

The name and Florida street address of the registered agent is:

JOHN L BOLEN
8304 SE KETCH CT
HOBE SOUND, FL. 33455

I certify that I am familiar with and accept the responsibilities of registered agent.

P07000061548
FILED
May 23, 2007
Sec. Of State
clewis

Registered Agent Signature: JOHN L. BOLEN

## Article VI

The name and address of the incorporator is:

JOHN L.BOLEN
8304 SE KETCH CT

HOBE SOUND, FL. 33455

Incorporator Signature: JOHN L. BOLEN

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JOHN L BOLEN
8304 SE KETCH CT
HOBE SOUND, FL. 33455 US

## Article VIII

The effective date for this corporation shall be:

06/01/2007

## COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: All About Achieving Learning Centers, Inc.

DOCUMENT NUMBER: P07000061548

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

John Bolen
Name of Contact Person

All About Achieving Learning Centers, Inc
Firm/ Company

5567 SE Federal Highway
Address

Stuart, Fl. 34997
City/ State and Zip Code

allaboutachieving@yahoo.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John Bolen at ( 772 ) 215-4951
Name of Contact Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ $35 Filing Fee
☐ $43.75 Filing Fee & Certificate of Status
☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
☑ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

**Mailing Address**
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**Street Address**
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Articles of Amendment**
**to**
**Articles of Incorporation**
**of**

FILED
2010 MAY 10 AM 8:53

All About Achieving Learning Centers, Inc.
**(Name of Corporation as currently filed with the Florida Dept. of State)**

P07000061548
(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

_____
*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**
***(Principal office address MUST BE A STREET ADDRESS)***

_____
_____
_____

**C. Enter new mailing address, if applicable:**
***(Mailing address MAY BE A POST OFFICE BOX)***

_____
_____
_____

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent:* _____

*New Registered Office Address:* _____
*(Florida street address)*

_____, Florida_____
*(City)* *(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**
*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

_____
*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**
*(Attach additional sheets, if necessary)*

| Title | Name | Address | Type of Action |
|---|---|---|---|
| D | Tina McSoley | 1783 SW Gregor Way<br>Stuart, Fl. 34997 | ☑ Add<br>☐ Remove |
| | | | ☐ Add<br>☐ Remove |
| | | | ☐ Add<br>☐ Remove |

E. **If amending or adding additional Articles, enter change(s) here:**
*(attach additional sheets, if necessary). (Be specific)*

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
*(if not applicable, indicate N/A)*

Tina McSoley will be awarded 50% of all shares, profits, and liabilities, and hold the same capabilities as the sole current director John Bolen.

**The date of each amendment(s) adoption:** 01/01/2010
*(date of adoption is required)*

**Effective date if applicable:** 01/01/2010
*(no more than 90 days after amendment file date)*

**Adoption of Amendment(s)** **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
*(voting group)*

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☑ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 5/5/2010

Signature _____
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

John Bolen
(Typed or printed name of person signing)

Owner
(Title of person signing)

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 19th day of August, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** DFE In Home Tutoring
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

Initials 

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

Initials _____

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly □ | Monthly □ |
| To the school | Weekly □ | Monthly □ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online ☑ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 3

Time/Day of Sessions: Sun- SAT 7:AM to 7: P.M

Initials

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☑ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☐ Public site such as public library
- ☑ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $6.25 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.
**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

Initials _____

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

Initials _____

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

Initials _____

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Derrick Farmer, Owner Derrick Farmer 8-19-11
Provider Authorized Representative: Name / Title / Signature / Date

DFE In-Home Tutoring
Name of Supplemental Educational Service Provider:

1668 Rodeo Drive Tallahassee, FL 32311
Address

Initials

Tallahassee, FL 32311

City / State / Zip Code

850-980-2726 27-1720850

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
DFE IN-HOME TUTORING

Check appropriate box for federal tax classification (required): ☑ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1668 RODEO DRIVE TALLAHASSEE

Requester's name and address (optional)

City, state, and ZIP code
TALLAHASSEE, FL 32311

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

**Employer identification number**
2 7 – 1 7 2 0 8 5 0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Demit Jain Date ▶ Aug 12, 2011

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CM

DATE (MM/DD/YYYY) 07/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Financial Insurance Brokers<br>2555 Ponce de Leon Blvd # 200<br>Coral Gables, FL 33134<br>Christian Monnar<br>305-441-9932<br>305-441-8632 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: DFETU-1 |
| INSURED<br>DFE In Home Tutoring<br>1668 Rodeo Drive<br>Tallahassee, FL 32311 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Mount Vernon Fire Ins. Co.<br>INSURER B : The Hartford Insurance Co.<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Professional<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | CL2577559 | 07/13/11 | 07/13/12 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 100,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 1,000,000 |
| | | | | | | | Prof Liab | $ | 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION $ | | | | | | EACH OCCURRENCE | $ | |
| | | | | | | | AGGREGATE | $ | |
| | | | | | | | | $ | |
| | | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 12 WE DH4621 | 06/24/11 | 06/24/12 | X WC STATU-TORY LIMITS OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tutoring Company

CERTIFICATE HOLDER

GADSENC

School Board of Gadsen County
35 Martin Luther King Jr Blvd
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 5 day of AUGUST, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** COMPUTER ED INC.
Contact Address: 19785 W. TWELVE MILE RD. #367
City, Zip, State: SOUTHFIELD, MI 48076

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED AUG 15 2011

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

1. **TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

2. **DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | |
|---|---|---|---|---|
| To parents | Weekly | ☐ | Monthly | ☒ |
| To the school | Weekly | ☐ | Monthly | ☒ |
| To the DISTRICT | Monthly | X | | |

# Sessions per Week: 2-4 # Sessions per Month: 8-16

Type of Service: *Check and complete all that apply.*

Online ☒ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions:
MONDAY-FRIDAY AFTER SCHOOL 3:00 PM-7:00 P.M, SAT+SUNDAY-9AM-7P.M

Location of Sessions: *Check all that apply.*

- [x] School campus
- [x] Community-based center
- [ ] Child Care Center
- [x] Student's home with tutor present
- [ ] Provider facility
- [x] Student's home (on-line or computer-based)
- [x] Public site such as public library
- [x] Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 56.25 not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

### A. Minimum Per Site

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Michael H. Bartley, CEO 8/[illegible]/2011
Provider Authorized Representative: Name / Title / Signature / Date

COMPUTER ED INC
Name of Supplemental Educational Service Provider:

19785 W. TWELVE MILE RD #367 SOUTHFIELD MI 48076
Address

Initials MB

City / State / Zip Code

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

**Supplemental Educational Services (SES) Provider 2011-2012 Contract Amendment**

Florida Department of Education's Bureau of Federal Educational Programs has recently informed Gadsden County that the language in the 2011-2012 SES Provider Contract is not complete enough to be used for marketing materials. Therefore, this amendment has been developed to revise the exact language necessary about what must be included on marketing materials to be approved by Gadsden County.

On page 5 of 21 on the 2011-2012 SES Contract the language that should be used on all marketing materials should be (changes highlighted in red):

> **F. MARKETING REQUIREMENTS**
> All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

"Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

> In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.
>
> The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.
>
> Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.
>
> *Failure to comply with all marketing requirements will result in this contract becoming null and void.*

Please revise all marketing materials to include this statement. This amendment will be attached to all signed contracts submitted to Gadsden County for the 2011-2012 school year.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Computer ED Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
19785 W Twelve Mile Rd #367

Requester's name and address (optional)

City, state, and ZIP code
Southfield MI 48076

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | |

or

Employer identification number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 4 | 7 | 6 | 4 | 1 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Michael H Bentley Date ► August 11, 2011

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ID COMPU-2 | DATE (MM/DD/YYYY) 07/20/11

PRODUCER

Combined Underwriters of Miami
3240 N.W. 52 Terr, Suite 408
Miami FL 33166
Phone: 305-477-0444 Fax: 305-599-2343

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMPUTER ED. INC.
MICHAEL BARTLEY
19785 W. TWELVE MILE ROAD #367
SOUTHFIELD MI 48076

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: WESTERN WORLD INSURANCE CO. | |
| INSURER B: SCOTTSDALE INSURANCE CO. | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | | |
| A | X | [X] COMMERCIAL GENERAL LIABILITY | Q049980-01 | 06/22/11 | 06/22/12 | EACH OCCURRENCE | $ 1,000,000 |
| | | [ ] CLAIMS MADE [X] OCCUR | | | | DAMAGE TO RENTED PREMISES (Ea occurence) | $ 100,000 |
| | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| X | | [X] PROFESSIONAL | Q049980-01 | 06/22/11 | 06/22/12 | GENERAL AGGREGATE | $ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ INCLUDED |
| | | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | DED: | $250 |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | [ ] ANY AUTO | | | | | |
| | | [ ] ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | [ ] SCHEDULED AUTOS | | | | | |
| X | | [X] HIRED AUTOS | Q049980-01 | 06/22/11 | 06/22/12 | BODILY INJURY (Per accident) | $ |
| X | | [X] NON-OWNED AUTOS | Q049980-01 | 06/22/11 | 06/22/12 | | |
| | | DEDUCTIBLE: $250 | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | [ ] ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS / UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ 1,000,000 |
| X | | [X] OCCUR [ ] CLAIMS MADE | Q049980-01 | 06/22/11 | 06/22/12 | AGGREGATE | $ 1,000,000 |
| | | | | | | DED: $0 | $ |
| | | [ ] DEDUCTIBLE | | | | | $ |
| | | [ ] RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |
| X | | ABUSE/MOLESTATION | Q049980-01 | 06/22/11 | 06/22/12 | PER CLAIM | 1,000,000 |
| | | DEDUCTIBLE :$250 | | | | AGGREGATE | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SALES-TUTORING CENTER
The School Board of Gadsden County FLorida, including all current, former, and future Board Members, employees, officers, volunteers and agents

CERTIFICATE HOLDER

The School Board of Gadsden County, Florida
Rebecca H. Gaines
35 Martin Luther King Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

**COMPUTER ED INC.**

July 20, 2011

## TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES WORKERS COMPENSATION CERTIFICATION & AFFADAVIT

Computer ED has fewer than 4 (four) employees and is not required, according to Chapter 440, Florida Statutes and Employers Liability Insurance to offer Worker's Compensation. . Any staff, who are independent contractors, are responsible for their own worker's compensation.

Signed and Acknowledged by:

Michael H. Bartley, CEO
Computer ED Inc..

Notary:

TERRANCE THOMAS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires: December 03, 2014
Acting in the County of Oakland

19785 W. TWELVE MILE RD. #367
SOUTHFIELD, MI 48076
TELEPHONE: 877.632.4669/ FAX: 877.637.6402
EMAIL: COMPUTERED1@COMCAST.NET

**COMPUTER ED INC.**

July 20, 2011

**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES**
**TRANSPORTATION AGREEMENT AFFADAVIT**
**FOR AUTO LIABILITY INSURANCE**

Computer ED Inc does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, Computer ED Inc. agrees to provide proof of "Any Auto" coverage effective date of acquisition.

Signed and Acknowledged by:

Michael H. Bartley, CEO
Computer ED Inc..

Notary:

TERRANCE THOMAS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires: December 03, 2014
Acting in the County of Oakland

19785 W. TWELVE MILE RD. #367
SOUTHFIELD, MI 48076
TELEPHONE: 877.632.4669/ FAX: 877.637.6402
EMAIL: [illegible]@COMCAST.NET

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: Foundation For Dreams Development Center, Inc.**
Contact Address: 1222 Live Oak Street
City, Zip, State: Quincy, FL 32351

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.




### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

1. **TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

2. **DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

Initials 

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance

database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca H. Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

## H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.

Initials 

The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

### I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

### II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.





The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly **X** |
| To the school | Weekly ☐ | Monthly **X** |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 3 # Sessions per Month: 12

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 10

Time/Day of Sessions:
Sun, Mon, Tues., Wed., Thurs, Fri, Sat / Time Varies

Location of Sessions: *Check all that apply.*

☑ School campus ☑ Provider facility ☑ Faith-based center
☑ Community-based center ☐ Student's home (on-line or computer-based)
☑ Child Care Center ☑ Public site such as public library
☑ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

Initials CH

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. However, no SES services may begin prior to October 14, 2011. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

Initials

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form. Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $56.25 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

## Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

4. **RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. **TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.





**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Cheraka L. Thomas Chair, 7-13-11
Provider Authorized Representative: Name / Title / Signature / Date

Foundation For Dreams Development Center, Inc.
Name of Supplemental Educational Service Provider:

1222 Live Oak Street
Address

Quincy, FL 32351
City / State / Zip Code

850-627-9494 / 26-2601328
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

Initials

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pat Thomas & Associates
P.O. Box 1919
Quincy, FL 32353

CONTACT NAME: Alisha Smith
PHONE (A/C, No, Ext): 850-875-1776 FAX (A/C, No): 850-875-2776
E-MAIL ADDRESS: asmith@patthomas.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Southern Cross Underwriters | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

The Foundation for Dreams Developement Center
1222 Live Oak St
Quincy, FL 32351

COVERAGES CERTIFICATE NUMBER: 00005551-0 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | N | NIPP1224384 | 08/22/2011 | 08/22/2012 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 1,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Gadsden County School Board
35 Martin Luther King, Jr. Blv
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(AAS)

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID AS

DATE (MM/DD/YYYY) 08/05/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Pat Thomas & Associates
P.O. Box 1919
Quincy FL 32353
Phone:850-875-1776 Fax:850-875-2776

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: FOUND-1

**INSURED**

Foundation for Dreams Communit
121 Earnest Street
Quincy FL 32351

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Southern Cross Underwrite | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR | | | U550148A- $1,000,000 | 08/11/10 | 08/11/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000<br>$50,000 |
| | X Sexual/Physical | | | U550148A- $1,000,000 | 08/11/10 | 08/11/11 | MED EXP (Any one person) | $5,000 |
| | X Professional E&O | | | U550148A- $1,000,000 | 08/11/10 | 08/11/11 | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC | | | | | | GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The School Board of Gadsden County, Florida including all current, former and future Board members, employees, officers, volunteers and agents as Additional Insured with waiver of subrogation.

**CERTIFICATE HOLDER**

SCHOOLB

Gadsden County School Board
35 MLK Blvd
Quincy FL 323251

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Pat Thomas


© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

# The Foundation For Dreams Development Center, Inc.

## INCIDENT REPORT FORM

Date/Time of incident: _____AM/PM Date/Time Report Completed: _____ AM/PM

**Involved Party's Information:**

Name of Involved person: _____

Address: _____

Phone Number(s):_____

Date of birth: _____ Male _____ Female _____

Involved Party: _____ Employee _____ Volunteer _____ Student

_____ Other : _____

**Location where incident occurred: (Street Address or building/room#)**

Address: _____

_____

Describe the nature of incident and how incident occurred (List only the facts; do not speculate as to the cause of the incident. If injury, also include parts of body affected and type of injury, i.e., sprained right ankle):

_____

_____

_____

_____

_____

**Medical Treatment Information (if applicable):**

Was First Aid Administered? Yes ___ No _____ If yes, by whom? _____

Did the injured party receive medical treatment beyond first aid? Yes ___ No _____

If yes, date and time injured party sought medical attention: _____AM/PM

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

**Property Damage/Loss Information (if applicable):**

Property Owner's Name: _____

Address: _____

Phone Number(s):_____

**Nature and extent of damage/loss (Please attach photographs or diagrams if available):**

_____

_____

_____

_____

**Police or Other Agency Report (if applicable):**

Was a police report filed? Yes ___ No _____

Reporting Agency/Officer: _____ Report #: _____

**Witness Information (if applicable):**

Name: _____

Address: _____

Phone Number(s):_____

Signature of involved party/parent _____

Date

*No medical attention was desired and/or required.

_____

Signature of involved party/parent Date

**This form is intended for documentation of major or minor injuries, accidents, property damage or loss, and incidents. This is not a substitute for Worker's Compensation injury reporting forms. Promptly report all injuries or illnesses to your supervisor. Submit completed form to management as soon as possible, but no later than 48 hours after the incident. See instructions on last page.**

**Reporting Party's Information:**

Name/Title: _____

Site Address: _____

Phone Number(s):_____

Reporting Party: ____ Employee _____ Volunteer _____ Other : _____

Name of Supervisor: _____ Telephone:_____

_____

Signature of involved party/parent Date

**This is a CONFIDENTIAL report to provide information for use by The Foundation For Dreams (FFD), legal counsel, and FFD insurers in the event a claim is filed against The Foundation For Dreams or its employees. This information should not be given to anyone except authorized officials.**

Use this section to provide additional information or details:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

**Instructions for Completing FFD Incident Report Form:**

**General Guidelines**

This form is intended to record the initial facts of an incident. Attach additional sheets as needed to describe the incident. Please do not include opinion or speculation in the report. You are not expected to conduct an investigation of the incident. If an investigation is warranted, it will be conducted by another agency (i.e., police, fire department, insurance company, etc.) or initiated by FFD Management. This form will be kept confidential and only used by FFD officials or agents acting on behalf of FFD. If you have any questions about this form, contact Management at (850) 212-4764.

**When should this form be used?**
To report any major or minor injuries, incident, accident or property damage or loss involving FFD employees, volunteers, students, or property. This form can be used for reporting minor injuries of employees (those that do not required medical attention beyond first aid), but is not a substitute for Worker's Compensation forms.

**Who should use this form?**
Any FFD affiliate (employee, volunteer, etc.) may use this form.

**What if I do not have all of the requested information?**
Fill out the form as completely as possible, but it is understood that some information may not be applicable or available in many cases. Please submit basic information within 48 hours, you can amend the report later if more information becomes available.

**Who should I call about the incident?**
Report the incident to your supervisor as soon as practical. If they are not available contact Management at (850) 212-4764.

**What shall I do with the completed form?**
All completed forms are submitted to Management.

**Note: When reporting incidents on students, please refer to the Florida Department of Education's Definitions for Incident Reporting to determine when outside agencies should be contacted. A copy of the Appendix is on file and is maintained with the printed forms.**

**Articles of Amendment**
**to**
**Articles of Incorporation**
**of**

11 JAN 25 AM 10:47

The Foundation For Dreams Community Development Center, Inc.

**(Name of Corporation as currently filed with the Florida Dept. of State)**

N08000002559

(Document Number of Corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

The Foundation For Dreams Development Center, Inc.

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or " Inc." **"Company" or "Co." may not be used in the name.***

**B. Enter new principal office address, if applicable:**
***(Principal office address MUST BE A STREET ADDRESS )***

1222 Live Oak Street
Quincy, Florida 32351

**C. Enter new mailing address, if applicable:**
***(Mailing address MAY BE A POST OFFICE BOX)***

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent:* _____

*New Registered Office Address:* _____ *(Florida street address)*

_____, Florida_____
*(City)* *(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

_____
*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**
*(Attach additional sheets, if necessary)*

| Title | Name | Address | Type of Action |
|---|---|---|---|
| VC | Graham, Lloyd | PO Box 10686<br>Tallahassee, FL 32302 | ☐ Add<br>☑ Remove |
| | | | ☐ Add<br>☐ Remove |
| | | | ☐ Add<br>☐ Remove |

**E. If amending or adding additional Articles, enter change(s) here:**
*(attach additional sheets, if necessary). (Be specific)*

# The Foundation For Dreams Development Center, Inc.

## CERTIFICATION

The Foundation For Dreams Development Center, Inc. certifies, by signing this certification that neither he nor his principals:

(1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Has had any lawsuits filed against the organization or any members thereof.

(3) Has been denied approval or removed from approval status from any states.

(4) Has any unresolved complaints with the Better Business Bureau or FLDOE.

This certification is duly signed by:

Signature

Cheraka L. Thomas, Chair
Name (type or print) Title

7/13/11
Date



# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: JFK Tutoring, Inc.**
Contact Address: 1337 South State Road 7
City, Zip, State: North Lauderdale, FL 33068

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED JUL 18 2011

### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

## 3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca H. Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

### 1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### 2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

## I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

## I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☐ |
| To the school | Weekly ☐ | Monthly ☐ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week:_____ # Sessions per Month:_____

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☐

Small Group (2-5 students) ☐ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor:_____

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☐ Public site such as public library
- ☐ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. However, no SES services may begin prior to October 14, 2011. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved

application, the student's SLP, or the student's MONTHLY Attendance Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____– not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.
**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

## Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

## R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

## S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

## T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

## U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Berry Lamy / President / [signature] / 7-14-11
Provider Authorized Representative: Name / Title / Signature / Date

JFK Tutoring, Inc.
Name of Supplemental Educational Service Provider:

1337 South State Road 7
Address

North Lauderdale, FL 33068
City / State / Zip Code

954-975-7898 27-0052954
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

CHERYL Watford / Executive SES Director - Same Address
Name / Title Address

7-14-11 954-975-7898 1337 S State Rd 7, North Lauderdale, FL 33068
Date / Phone Number City / State / Zip code

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 07/11/11

**PRODUCER** City Insurance Agency
2929 N University Dr # 107
Coral Springs, FL 33065
Phone (954)752-9876 Fax (954)752-9938

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED** JFK TUTORING INC
1337 S State Road
North Lauderdale, FL 33068

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Mount Vernon / AllRisk | |
| INSURER B: Mount Vernon / AllRisk | |
| INSURER C: UNITED STATES LIABILITY INS CO | |
| INSURER D: | |
| INSURER E: Technology Insurance Company | |
| INSURER F: Lloyd's / Agency Mkt | |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OF MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | ☑ | **GENERAL LIABILITY**<br>☑ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☑ OCCUR<br>☑ Sexual Abuse<br>☑ Molestation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☑ POLICY ☐ PROJECT ☐ LOC | CP2145989B | 08/11/10 | 08/11/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | 1,000,000<br>50,000<br>5,000<br>1,000,000<br>3,000,000<br>Excluded |
| B | ☐ | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☑ HIRED AUTOS<br>☑ NON OWNED AUTOS<br>☐ _____<br>☑ -0- deductible | CP2145989B | 08/11/10 | 08/11/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | 1,000,000 |
| | ☐ | **GARAGE LIABILITY**<br>☐ ANY AUTO<br>☐ | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | |
| C | ☐ | **EXCESS/UMBRELLA LIABILITY**<br>☑ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | 1300483--BXS | 08/11/10 | 08/11/11 | EACH OCCURRENCE<br>AGGREGATE | 1,000,000 |
| E | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | TWC3224981Renewa | 03/07/11 | 03/07/12 | ☑ WC STATU-TORY LIMITS ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>1,000,000<br>1,000,000<br>1,000,000 |
| F | | **OTHER**<br>Professional Liability E&O | MLP1144260 | 08/11/10 | 08/31/11 | DED $5000./CLAIM | 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

District Schoolboard and future Board members,employees, volunteers, and agents, are named as additional insured.

GENERAL LIABILITY DEDUCTIBLE- $1000

**CERTIFICATE HOLDER**

THE SCHOOL BOARD OF GADSDEN COUNTY
35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Anita Glick

ACORD 25 (2001/08) QF

© ACORD CORPORATION 1988

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
**JFK TUTORING, INC.**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
**1337 South State Road 7**

Requester's name and address (optional)

City, state, and ZIP code
**North Lauderdale, FL 33068**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
27 0005294

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 7/11/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** 1 To 1 Tutor, LLC
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

1. **TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

2. **DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

## 3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

## I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

## I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☐ |
| To the school | Weekly ☐ | Monthly ☐ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 1-3 # Sessions per Month: 1-12

Type of Service: *Check and complete all that apply.*

Online X One-on-One X

Small Group (2-5 students) X Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions:

any day, any time

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☐ Community-based center
- ☐ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☐ Public site such as public library
- ☐ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $56.25 not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. **DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. **MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

12. **NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. **SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. **ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Kristen Stone/Director of Florida Programs/ [signature] /10/13/11
Provider Authorized Representative: Name / Title / Signature / Date

1 To 1 Tutor, LLC
Name of Supplemental Educational Service Provider:

2300 Valley View Lane, Suite 623, Irving, TX 75062
Address

(see above)
City / State / Zip Code

972-812-7809 / 20-4688712
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

**Supplemental Educational Services (SES) Provider 2011-2012 Contract Amendment**

Florida Department of Education's Bureau of Federal Educational Programs has recently informed Gadsden County that the language in the 2011-2012 SES Provider Contract is not complete enough to be used for marketing materials. Therefore, this amendment has been developed to revise the exact language necessary about what must be included on marketing materials to be approved by Gadsden County.

On page 5 of 21 on the 2011-2012 SES Contract the language that should be used on all marketing materials should be (changes highlighted in red):

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

"Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

Please revise all marketing materials to include this statement. This amendment will be attached to all signed contracts submitted to Gadsden County for the 2011-2012 school year.

# 1 To 1 Tutor, LLC

Accident/Incident Reporting Procedures

**Safety/Emergency/Crisis Management Plan**

Safety/Emergency/Crisis incidents are rare in an online tutoring setting due to the lack of physical contact between tutor and student or between multiple students. However, should such a situation arise, the tutors will first and foremost follow district procedures in case of any emergency and will allow district personnel to lead efforts in keeping students safe. When response time is limited, tutors will follow their training, good sense, and judgment to keep the students safe at all times and will report all happenings to management and appropriate authority immediately following the incident.

**Student Incident Reporting Procedure and Documentation** – *Attached*

Incidents are rare in an online tutoring setting due to the lack of physical contact between tutor and student or between multiple students. However, should such a situation arise, the attached form is used for reporting the details to the provider's management team, parent, school, and district. It must be completed by the tutor within 24 hours of the incident.

# 1 to 1 Tutor, LLC
# INCIDENT REPORT

## CONFIDENTIAL

Instructions:

1. Report all incidents that occur while providing ONLINE service.
2. For potential abuse situations, employees must immediately report the incident to the proper authorities.
3. Upon receipt of this report, a formal investigation will occur and a written response will be provided to all parties as listed below in a maximum of 10 business days.
4. Distribution of this completed form and Investigation Results as follows:
   Original – to Local Area SES Manager
   Copies: Parent, School, and District

STUDENT INFORMATION **(PLEASE PRINT)**

Last Name _____ First Name _____ Student I.D. Number and District _____

REPORT SUBMITTED BY: _____
Last First

Daytime Telephone Number: ( ) Email: _____

Mailing Address _____

Type of incident (Check all that apply) Date of Incident Time

| | | | | | |
|---|---|---|---|---|---|
| | Use of inappropriate Language (i.e. swearing) | | Verbal Altercation | | Sexual abuse or sexually suggestive interaction |
| | Inappropriate behavior | | Person appearing to be under the influence of a controlled substance | | Overheard what appeared to be CHILD ABUSE |

Describe the Incident: (when, what happened, to whom, who involved) _____

_____

Assessment: (what happened, why, method of intervention) _____

_____

Additional comments (attach another sheet(s) as necessary):

Report Submitted & signed by: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

1 to 1 Tutor Employee receiving this report: Name:_____ Date: _____

Investigation & Written Response distributed on _____day of _____, 20___.

Print Name & Signature of Responsible Employee:_____

# State of California
## Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF,** I execute this certificate and affix the Great Seal of the State of California this day of

JUL 20 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

# State of California
## Secretary of State

## LIMITED LIABILITY COMPANY
## ARTICLES OF ORGANIZATION

File # 200609710136

**FILED**
in the office of the Secretary of State
of the State of California
APR 05 2006

A $70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

**ENTITY NAME** (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY

1TO1TUTOR, LLC

**PURPOSE** (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

**INITIAL AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

ANNE TAHIM

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| 2331 W. Lincoln Ave., #300 | Anaheim | CA | 92801 |

**MANAGEMENT** (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- [x] ONE MANAGER
- [ ] MORE THAN ONE MANAGER
- [ ] ALL LIMITED LIABILITY COMPANY MEMBER(S)

**ADDITIONAL INFORMATION**

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

**EXECUTION**

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

Anne Tahim — SIGNATURE OF ORGANIZER

04/04/2006 — DATE

ANNE TAHIM, ORGANIZER
TYPE OR PRINT NAME OF ORGANIZER

**RETURN TO** (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

8. NAME

FIRM

ADDRESS

CITY/STATE/ZIP

OFFICE OF THE SECRETARY OF STATE

LLC-1 (REV 03/2005) APPROVED BY SECRETARY OF STATE

# State of California
## Secretary of State

### CERTIFICATE OF STATUS

**ENTITY NAME:** 1TO1TUTOR, LLC

| | |
|---|---|
| **FILE NUMBER:** | 200609710136 |
| **FORMATION DATE:** | 04/05/2006 |
| **TYPE:** | DOMESTIC LIMITED LIABILITY COMPANY |
| **JURISDICTION:** | CALIFORNIA |
| **STATUS:** | ACTIVE (GOOD STANDING) |

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of April 6, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

MP-25 (REV 1/2007)

MMS

**Secretary of State**
Business Programs Division

1500 11th Street, 3rd Floor
P.O. Box 944260
Sacramento, CA 94244-2600

Certification and Records
(916) 657-5448

RE: 1 TO 1 TUTOR, LLC

The Secretary of State is unable to provide the names and addresses of officers, or to provide other specific information, as a statement of information has not been filed on behalf of the above-referenced entity.

CERTIFICATION AND RECORDS
BUSINESS FILINGS SECTION

STATUS.MS1 (REV 03/2005)

Policy Number:

Date Entered: 06/20/2011

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>JOANNE LINDSEY INSURANCE SERVICES<br>26893 BOUQUET CANYON ROAD<br>SUITE C 197<br>SANTA CLARITA, CA 91350 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (661)297-1434 FAX (A/C, No): (661)297-1437<br>E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net |
| INSURED<br>1 to 1 Tutor<br>Mr. Ray Nayaran<br>2300 Valley View Lane, Suite 623<br>Irving, TX 75062-1788 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : PHILADELPHIA INSURANCE COMPANY<br>INSURER B : MARYLAND CASUALTY COMPANY<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | PHPK733344 | 12/13/2010 | 12/13/2011 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | X | | PHPK733344 | 12/13/2010 | 12/13/2011 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC 0002704098 | 12/13/2010 | 12/13/2011 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | PROFESSIONAL | X | | PHPK733344 | 12/13/2010 | 12/13/2011 | $1,000,000 | $3,000,000 |
| A | ABUSE & MOLESTATION | X | | PHPK733344 | 12/13/2010 | 12/13/2011 | $1,000,000 | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (SEE ENDORSEMENTS ATTACHED)

30 Day Notice of Cancellation Applies.

**CERTIFICATE HOLDER**

1 to 1 Tutor
2300 Valley View Lane, Suite 623
Irving, TX 75062-1788

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Producedusing Forms Boss Plus software.www.FormsBoss.comImpressivePublishing 800-208-1977

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
**1 To 1 Tutor, LLC**

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
**2300 Valley View Lane, Suite 623**

Requester's name and address (optional)

City, state, and ZIP code
**Irving, TX 75062**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 0 | – | 4 | 6 | 8 | 8 | 7 | 1 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ► Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 11 day of July, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** 1110 ALL THINGS Through Learning
Contact Address: 2202 N. HAROLD AVE
City, Zip, State: TAMPA, FL 33607

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

## 3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance

database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca H. Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.

The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

## J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

### I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

### II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☒ |
| To the school | Weekly ☐ | Monthly ☒ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2-4 # Sessions per Month: 8-16 session per month 1½-2hr

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☒

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 8

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

☒ School campus ☐ Provider facility ☒ Faith-based center
☒ Community-based center ☐ Student's home (on-line or computer-based)
☒ Child Care Center ☒ Public site such as public library
☒ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. However, no SES services may begin prior to October 14, 2011. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 70 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

## Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

IV. Vendor Status forms with the W-9 packet attached to this contract

V. Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☐ Provider facility
- ☑ Faith-based center
- ☑ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☑ Child Care Center
- ☑ Public site such as public library
- ☑ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. ~~However, no SES services may begin prior to October 14, 2011.~~ **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**13. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Dwayne Raiford / CEO Dwayne Raiford 7/26/11
Provider Authorized Representative: Name / Title / Signature / Date

!!! @ ALL Things Through Learning Inc.
Name of Supplemental Educational Service Provider:

2202 N. Harold Ave
Address

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Dwayne Rayford / CEO / Dwayne Rayford / 7/11/11
Provider Authorized Representative: Name / Title / Signature / Date

!!! @ ALL Things Through Learning
Name of Supplemental Educational Service Provider:

2202 N. HAROLD Ave
Address

Tampa, Fl 33607
City / State / Zip Code

1-888-544-ATTL ext 850 / 300358815
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

Policy Number:

Date Entered: 07/13/2011

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| JOANNE LINDSEY INSURANCE SERVICES<br>26893 BOUQUET CANYON ROAD<br>SUITE C 197<br>SANTA CLARITA, CA 91350 | PHONE (A/C, No, Ext): (661)297-1434 | FAX (A/C, No): (661)297-1437 |
| | E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : PHILADELPHIA INSURANCE COMPANY | 23850 |
| INSURED !!!@ALL THINGS THROUGH LEARNING INC.<br>Mr. MAURICE GREEN<br>2202 NORTH HAROLD AVENUE<br>TAMPA, FL 33607 | INSURER B : MARYLAND CASUALTY COMPANY | 19356 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | PHPK613020 | 9/25/2011 | 9/25/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | X | | PHPK613020 | 9/25/2011 | 9/25/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 002625681 | 11/1/2010 | 11/1/2011 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | PROFESSIONAL | X | | PHPK613020 | 9/25/2011 | 9/25/2012 | $1,000,000 | $2,000,000 |
| A | ABUSE & MOLESTATION | X | | PHPK613020 | 9/25/2011 | 9/25/2012 | $1,000,000 | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. See Endorsement attached
30 DAYS NOTICE OF CANCELLATION .

**CERTIFICATE HOLDER**

SCHOOL BOARD OF GADSDEN COUNTY, FLORDA
35 MARTIN LUTHER KING JR. BLVD.
QUINCY, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JoAnne Lindsey

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Producedusing Forms Boss Plus software.www.FormsBoss.comImpressivePublishing 800-208-1977

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
!!!@ALL THINGS THROUGH LEARNING, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2202 NORTH HAROLD AVE.

Requester's name and address (optional)

City, state, and ZIP code
TAMPA, FL 33607

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | | |

or

Employer identification number
3 0 – 0 3 5 8 8 1 5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Date ►

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

**Policy Number: PHPK613020** **General Liability**
**!!!@ALL THINGS THROUGH LEARNING INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
35 MARTIN LUTHER KING BLVD.
QUINCY, FL 32351

**Waive all right of subrogation against the School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, officers, volunteers and agents. 30 Days notice of cancellation, non renewal or major change.**

(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

---- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.

-X OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the. the event of the Named Insured's sole negligence.

X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium $_Incl._____.

_____ 7/14/2011
Authorized Representative Date
JoAnne Lindsey

Includes copyrighted material of Insurance Services Offices, Inc., with its permission
Copyright, Insurance Services, Office, Inc. 1998

GLS-210a (4-99)

ZURICH AMERICAN INSURANCE COMPANY

## Workers Compensation and Employers Liability Insurance Policy

## Waiver of Our Right to Recover from Others Endorsement – California

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

| Person or organization | Job Description |
|---|---|
| THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA<br>35 MARTIN LUTHER KING BLVD.<br>QUINCY, FL 32351 | **Tutoring Agency** |

**Waive all right of subrogation against the School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, officers, volunteers and agents. 30 Days notice of cancellation, non renewal or major change.**

**This Endorsement is subject to a minimum premium charge of: $150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: **002625681**
Issued to: **!!!@ALL THINGS THROUGH LEARNING INC.**
Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is:

Endorsement No: 01

Date Issued: 07/13/2011

Producer Name: **JoAnne Lindsey Insurance Services, Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**, Inc.
26893 Bouquet Canyon Road, Suite C197
Santa Clarita, CA 91350

Additional Premium $_Incl._____.

_____ 7/14/2011
Authorized Representative Date
JoAnne Lindsey

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this __20th__ day of __July___2011_____, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: A Stepping Stone To Excellence, LLC**
Contact Address: 327 Office Plaza Drive Suite 209
City, Zip, State: Tallahassee, FL 32301

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.




### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

_____Frequent monitoring through informal or formal assessments._____

_____

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | | | |
|---|---|---|---|---|
| To parents | Weekly | □ | Monthly | X |
| To the school | Weekly | □ | Monthly | X |
| To the DISTRICT | Monthly | **X** | | |

# Sessions per Week:____3_____ # Sessions per Month:____12_____

Type of Service: *Check and complete all that apply.*

Online □ One-on-One X

Small Group (2-5 students) X Large Group (6-10) no more than 10 students X

Maximum number of students per tutor:_10_____

Time/Day of Sessions:

___Before School-After School-Weekends_____

Location of Sessions: *Check all that apply.*

X School campus □ Provider facility X Faith-based center
X Community-based center □ Student's home (on-line or computer-based)
X Child Care Center X Public site such as public library
X Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of **_56.25_** – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

### A. Minimum Per Site

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: 5**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Robert Wilson/ Director / /7/20/2011
Provider Authorized Representative: Name / Title / Signature / Date

A Stepping Stone To Excellence, LLC
Name of Supplemental Educational Service Provider:

327 Office Plaza Drive Suite 209
Address

_____Tallahassee, FL 32301_____
City / State / Zip Code

__850-877-0758/ 45-0587958_____
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

_____
Name / Title Address

_____
Date / Phone Number City / State / Zip code

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DM

DATE (MM/DD/YYYY) 08/12/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Intermarket Insurance Agcy Inc<br>205 E Main Street, Suite 3-4<br>Huntington, NY 11743<br>House Accounts<br>631-421-2424<br>631-421-2004 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: ASTEP-1 |
| INSURED<br>A Stepping Stone to Excellence, LLC<br>327 Office Plaza Dr, Ste 209<br>Tallahassee, FL 32301 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Markel Insurance Company<br>INSURER B: CNA Insurance Companies<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>$0 DEDUCTIBLE<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | 3602CC344339-1 | 09/01/11 | 09/01/12 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 4024170473 | 10/01/10 | 10/01/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 500,000 |
| A | UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | | | 4602CC344340-1 $0 DEDU | 09/01/11 | 09/01/12 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 12WECDG3900 | 05/26/11 | 05/26/12 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Errors&Ommissions | | | 3602CC344339-1 $0 DEDUCT | 09/01/11 | 09/01/12 | ACT/AGG | $1Mil/$2Mil |
| A | Abuse/Molestation | | | 3602CC344339-1 $0 DEDUCT | 09/01/11 | 09/01/12 | PP/AGG | $1Mil/$1Mil |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**The School Board of Gadsden County Florida including all current, former, and future Board Members, employees, volunteers, and agents are included as additional insureds, as required by written contract or agreement. A Waiver of Subrogation applies to General Liability and Workers Compensation coverage if required by written contract or agreement.**

**CERTIFICATE HOLDER**

GADSDEN

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

In the event of policy cancellation or change, the insurance company will provide 30 Days written notice to the certificate holder.

# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

**ARTICLE I - Name:**
The name of the Limited Liability Company is:

A Stepping Stone To Excellence, LLC.

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

**ARTICLE II - Address:**
The mailing address and street address of the principal office of the Limited Liability Company is:

| **Principal Office Address:** | **Mailing Address:** |
|---|---|
| 1797 Dax Court | P.O. Box 3071 |
| Tallahassee, Florida 32308 | Tallahassee, Florida 32315 |

**ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:**
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Robert Wilson
Name

1797 Dax Court
Florida street address (P.O. Box **NOT** acceptable)

Tallahassee, 32308 FL
City, State, and Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..*

Registered Agent's Signature (REQUIRED)

FILED
08 FEB -7 PM 12:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**(CONTINUED)**

**ARTICLE IV- Manager(s) or Managing Member(s):**
The name and address of each Manager or Managing Member is as follows:

| **Title:**<br>"MGR" = Manager<br>"MGRM" = Managing Member | **Name and Address:** |
|---|---|
| MGRM | Tiffany Williams-Wilson<br>1797 Dax Court<br>Tallahassee, Florida 32308 |
| MGRM | Derrick Farmer<br>1668 Rodeo Dr<br>Tallahassee, Florida 32311 |
| MGRM | Geraldine Roberson<br>446 Parrot Lane<br>Greenville, Florida 32331 |
| MGRM | Ulysses Roberson<br>446 Parrot Lane<br>Greenville, Florida 32331 |

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: _____. (OPTIONAL)
**(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)**

**REQUIRED SIGNATURE:**

**Signature of a member or an authorized representative of a member.**

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Tiffany Williams-Wilson
Typed or printed name of signee

**Filing Fees:**

**$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent**
**$ 30.00 Certified Copy (Optional)**
**$ 5.00 Certificate of Status (Optional)**

FILED
08 FEB -7 PM 12:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

# ARTICLES OF AMENDMENT
# TO
# ARTICLES OF ORGANIZATION
# OF

A Stepping Stone to Excellence LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 2/07/08 and assigned Florida document number L08000013670.

FILED
09 JAN 26 PM 1:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**

***(Principal office address MUST BE A STREET ADDRESS)***

**Enter new mailing address, if applicable:**

***(Mailing address MAY BE A POST OFFICE BOX)***

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

New Registered Office Address:

*(Enter Florida street address)*

, **Florida**

*(City)* *(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

**(If Changing Registered Agent, Signature of New Registered Agent)**

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

| Title | Name | Address | Type of Action |
|---|---|---|---|
| MGRM | Derrick Farmer | 1668 Rocky Drive Tallahassee, FL 32311 | ☐ Add ☑ Remove |
| MGRM | Geraldine Roberson | 446 Parrot Lane Greenville, FL 32331 | ☐ Add ☑ Remove |
| MGRM | Ulysseas Roberson | 446 Parrot Lane Greenville, FL 32331 | ☐ Add ☑ Remove |
| | | | ☐ Add ☐ Remove |
| | | | ☐ Add ☐ Remove |
| | | | ☐ Add ☐ Remove |

FILED
09 JAN 26 PM 1:
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Dated 1-26, 2009.

Signature of a member or authorized representative of a member

Robert L. Wilson
Typed or printed name of signee

**Filing Fee: $25.00**

# State of Florida

## Department of State

I certify from the records of this office that A STEPPING STONE TO EXCELLENCE, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 7, 2008.

The document number of this limited liability company is L08000013670.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 2, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of July, 2011*

**Secretary of State**

Authentication ID: **200209801632-070911-L08000013670**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

# 2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000013670

**FILED**
**Mar 02, 2011**
**Secretary of State**

**Entity Name:** A STEPPING STONE TO EXCELLENCE, LLC

**Current Principal Place of Business:**

327 OFFICE PLAZA DR. SUITE 209
TALLAHASSEE, FL 32301

**New Principal Place of Business:**

**Current Mailing Address:**

327 OFFICE PLAZA DR. SUITE 209
TALLAHASSEE, FL 32301

**New Mailing Address:**

**FEI Number: 45-0587958** **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

WILSON, ROBERT
1797 DAX CT
TALLAHASSEE, FL 32308 US

**Name and Address of New Registered Agent:**

WILSON, ROBERT L
1797 DAX CT
TALLAHASSEE, FL 32308 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ROBERT L. WILSON 03/02/2011
Electronic Signature of Registered Agent — Date

**MANAGING MEMBERS/MANAGERS:**

Title: MGRM
Name: WILLIAMS-WILSON, TIFFANY
Address: 1797 DAX CT
City-St-Zip: TALLAHASSEE, FL 32308

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: TIFFANY WILLIAMS-WILSON MGRM 03/02/2011
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
A Stepping Stone to Excellence, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
327 Office Plaza Dr. Suite 209

Requester's name and address (optional)

City, state, and ZIP code
Tallahassee, Florida 32301

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**
45 0587958

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 7-12-11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# A STEPPING STONE TO EXCELLENCE

"Attaining Academic Excellence One Step At A Time"



**327 Office Plaza Dr. Suite 209**
**Tallahassee, Florida 32301**

**866-934-9966 Toll Free**
**850-877-2051 Fax**

By signing this document, the Contractor certifies that it and its principals:

I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency;

II. Have not, within three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

III. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph II, (above) of this section; and

IV. Have not within three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Robert Wilson, Director, [signature] 7-13-11

Provider Authorized Representative (Name, Title, Signature) Date

A Stepping Stone to Excellence llc Tax I.D.#45-0587958

Name of Supplemental Educational Service Provider/Tax ID #

327 Office Plaza Dr. Ste. 209

Address

Tallahassee, Florida 32301

City/State/Zip Code

**"Achieving Academic Excellence One Step at a Time"**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

*2100012DG39002712 13775

WAIVER OF OUR RIGHT TO RECOVER FROM

OTHERS ENDORSEMENT

**Policy Number:** 12 WEC DG3900 **Endorsement Number:** 17

**Effective Date:** 07/19/11 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** A STEPPING STONE TO EXCELLENCE LLC

327 OFFICE PLZ STE 209
TALLAHASSEE, FL 32301

LEON COUNTY SCHOOL BOARD
3955 W PENSACOLA ST
TALLAHASSEE, FL 32304

THE SCHOOL BOARD OF MONROE COUNTY
241 TRUMBO RD
KEY WEST, FL 33040
THE SCHOOL BOARD OF LEVY COUNTY
480 MARSHBURN DR
P.O. DRAWER 129
BRONSON, FL 32621-0129

THE SCHOOL BOARD OF WALTON COUNTY
145 PARK ST SUITE 3
DEFUNIAK SPRINGS, FL 32435

THE SCHOOL BOARD OF VOLUSIA COUNTY
1290 HERBERT ST

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Representative

**Form G-2240-3 B** Printed in U.S.A.
**Process Date:** 07/20/11

**SEQ** 01 **Page 1 of 2**
**Policy Expiration Date:** 05/26/12

PORT ORANGE, FL 32129
SARASOTA COUNTY SCHOOL BOARD
1960 LANDINGS BLVD MAROON 1ST FLOOR
SARASOTA, FL 34241

THE SCHOOL BOARD OF WAKULLA
69 ARRAN RD. CRAWFORDVILLE, FL 32326

THE SCHOOL BOARD OF PALM BEACH COUNTY
3300 FOREST HILL BLVD.
W. PALM BEACH, FL 33406

THE SCHOOL DISTRICT OF HERNANDO COUNTY
919 NORTH BROAD STREET
BROOKSVILLE, FL 34601

DUVAL COUNTY SCHOOL BOARD
1701 PRUDENTIAL DRIVE
JACKSONVILLE, FL 32207
JEFFERSON COUNTY SCHOOL BOARD
575 SOUTH WATER STREET
MONTICELLO FL 32344

THE SCHOOL BOARD OF UNION COUNTY
55 SW STREET LAKE BUTTER,
FL 32054
SCHOOL BOARD OF GADSDEN COUNTY
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

SCHOOL BOARD OF CITRUS COUNTY
1007 W MAIN ST
INVERNESS, FL 34450
SUWANNE COUNTY PUBLIC SCHOOLS
702 2ND ST NW
LIVE OAK, FL 32064

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 26 day of July 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Afterschool Programs
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☑ |
| To the school | Weekly ☐ | Monthly ☑ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 8

Time/Day of Sessions: Monday - Friday After School
Saturday 9:00 am - 3:00 pm

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☑ Community-based center
- ☐ Child Care Center
- ☑ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☑ Public site such as public library
- ☑ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 56.25- not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.
**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Nanci Sodikoff-Executive Director nanci Sodikoff 8/8/11
Provider Authorized Representative: Name / Title / Signature / Date

After School Programs, Inc
Name of Supplemental Educational Service Provider:

1520 S Powerline Road
Address

Deerfield Beach, FL 33442
City / State / Zip Code

954-596-9000 x 209 - 650321678
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title | Address

Date / Phone Number | City / State / Zip code

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
After School Programs, Inc.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1520 South Powerline Road, Suite G

Requester's name and address (optional)

City, state, and ZIP code
Deerfield Beach, Florida 33442

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | - | | - | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**
| 6 | 5 | - | 0 | 3 | 2 | 1 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person** ▶ Nomi Sodikoff **Date** ▶ 8/9/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Client#: 50418 AFTSC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Daniel E Gordon<br>Bateman, Gordon & Sands, Inc.<br>P.O. Box 1270<br>Pompano Beach, FL 33061 | PHONE (A/C, No, Ext): 954 941-0900 | FAX (A/C, No): 954 941-2006 |
| | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| After School Programs, Inc.<br>After School Programs-South, Inc.<br>1520 S. Powerline Rd., Suite F & G<br>Deerfield Beach, FL 33442 | INSURER A : Philadelphia Insurance Company | 06777 |
| | INSURER B : Bridgefield Casualty Ins. Co. | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | X | | PHPK677390 | 01/31/11 | 01/31/12 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | POLICY PRO-JECT LOC | | | $0 Deductible | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK677390 | 01/31/11 | 01/31/12 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X HIRED AUTOS | | | | | | | $ |
| | X NON-OWNED AUTOS | | | | | | | $ |
| | | | | $0 Liability Ded | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 19624731 | 01/31/11 | 01/31/12 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | $0 Deductible | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| A | Professional Liability | | | PHPK677390<br>$0 Deductible | 01/31/11 | 01/31/12 | $1,000,000 Occurrence<br>$3,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Abuse & Molestation-$1,000,000 Per Person; $1,000,000 Aggregate included in General Aggregate. School Board of Gadsden County Florida, including all current, former, and future Board members, employees, (See Attached Descriptions)

CERTIFICATE HOLDER

School District of
Gadsden County
35 Martin Luther King Boulevard
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel E Gordon

©1988-2009 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

volunteers, and agents are named as additional insureds for general liability coverage only as their interest may appear when required by written contract. General Liability policy limits applies on a primary and non contributory basis when required by written contract. Waiver of Subrogation applies in favor of above named additional insureds for General Liability and Employer's Liability policies. Additional Insured stauts also applies to Auto Liability when required by written contract. 30 days notice of cancellation for any reason other than non-payment of premium is provided, when required by written contract.

PI-GLD-DY (07/07)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY DELUXE ENDORSEMENT: DAY CARE ORGANIZATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # |
|---|---|---|
| Damage to Premises Rented to You | $1,000,000 | 2 |
| Extended Property Damage | included | 2 |
| Non-Owned Watercraft | Less than 58 feet | 2 |
| Medical Payments | $20,000 | 2 |
| Medical Payments – Extended Reporting Period | 3 years | 3 |
| Athletic Activities | Amended | 3 |
| Supplementary Payments – Bail Bonds | $2,500 | 3 |
| Supplementary Payment – Loss of Earnings | $500 per day | 3 |
| Employee Indemnification Defense Coverage for Employee | $25,000 | 3 |
| Additional Insured – Managers and Supervisors | Included | 3 |
| Additional Insured – Broadened Named Insured | Included | 4 |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 4 |
| Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You | Included | 4 |
| Additional Insured – Grantor of Permits | Included | 4 |
| Damage to Property You Own, Rent, or Occupy | $30,000 limit | 4 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 5 |
| Duties in the Event of Occurrence, Claim or Suit | Included | 5 |
| Unintentional Failure to Disclose Hazards | Included | 5 |
| Liberalization | Included | 5 |
| Bodily Injury – includes Mental Anguish | Included | 5 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included | 6 |

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. *The last paragraph of* **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

   b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;

   c. **SECTION V – *DEFINITIONS***, *Paragraph* **9.a.**

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or
   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended "Property Damage"**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

a. **Expected or Intended Injury**
   "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is amended to read as follows:

(2) A watercraft you do not own that is:
   (a) Less than 58 feet long; and
   (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**D. Medical Payments - Limit Increased to $20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read

   provided that:
   (2) The expenses are incurred and reported to us within three years of the date of the accident;

**E. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted and replaced with the following:

e. **Athletic Activities**
To a person injured while taking part in athletics.

**F. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from $250 to $2,500; and
2. The limit for loss of earnings is changed from $250 a day to $500 a day.

**G. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

   The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

**H. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

   a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

   a. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

c. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

d. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, *hoist away openings, sidewalk vaults, street banners or decorations and similar* exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

I. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

*damage to another's property, unless the damage to property is caused by children enrolled in* your day care center, up to a $30,000 limit.

**J. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**K. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager, if you are a corporation.

2. *The requirement in Paragraph* **2.b.** *of* **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager, if you are a corporation.

**L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph **3.** is changed to read:

"Bodily Injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

*Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14.b.** is revised to read:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

   "Personal and advertising injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

   (1) Done intentionally by or at the direction of, or with the knowledge or consent of:

   (a) Any insured; or
   (b) Any executive officer, director, stockholder, partner or member of the insured; or

   (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

   (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

The following additional coverage is added to **A. COVERAGE 4. ADDITIONAL COVERAGES:**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 03 13**
(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

"Blanket Waiver of Subrogation Applies"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: July 25, 2011

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 31, 2011

Policy Number: 0196-24731 Countersigned by: 

Insured: After School Programs, Inc.

**WC 00 03 13** (Ed. 4-84)

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission. Copyright 1983 NCCI

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 4th day of August, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Children Are Our Future
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED AUG - 4 2011

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

### 1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### 2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☒ |
| To the school | Weekly ☐ | Monthly ☒ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2 or More as needed # Sessions per Month: 10 or More as needed

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☐

Small Group (2-5 students) ☐ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions:
3:30 - 5:30 Monday, Tuesday, Wednesday, Thursday or Saturday

Initials

Location of Sessions: *Check all that apply.*

- ☒ School campus
- ☒ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☐ Public site such as public library
- ☐ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____– not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

Initials _____

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

Initials _____

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Sherrie Taylor / Program Director / Sherrie Taylor / 8/4/11
Provider Authorized Representative: Name / Title / Signature / Date

Children Are Our Future, Inc.
Name of Supplemental Educational Service Provider:

P. O. Box 1602, Quincy, Fla. 32353
Address

Initials

Quincy, Florida 32353

City / State / Zip Code

850-265-1518 / 59-3256305

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

SAme AS Above

Name / Title Address

Date / Phone Number City / State / Zip code

Initials

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>SHIVER INSURANCE GROUP, LLC<br>373 E JEFFERSON ST<br>QUINCY FL 32351 | CONTACT NAME: BARBARA JOHNSON<br>PHONE (A/C, No, Ext): 850 875 9438 FAX (A/C, No): 850 627 4885<br>E-MAIL ADDRESS: Shiverins@yahoo.com |
| INSURED<br>CHILDREN ARE OUR FUTURE, INC<br>SHERRY TAYLOR<br>P O BOX 1602<br>QUINCY FL 32353 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : CATLIN INSURANCE COMPANY<br>INSURER B : CASTLEPOINT FLORIDA INSURANCE COMPANY<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | | 09000800781 | 06/20/2011 | 06/20/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ EXCLUDED |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] HIRED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] NON-OWNED AUTOS | X | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCP760571800 | 07/21/2011 | 08/06/2012 | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | PROFESSIONAL LIABILITY | X | | | | | EACH CLAIM<br>AGGREGATE | 1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ATTIONAL HOLDER FOR GADSDEN COUNTY SCHOOL DISTRICT BOARD MEMBER, OFFICERS AND EMPLOYEES AS REPECT TO GENERAL LIABILITY.,

**CERTIFICATE HOLDER**

GADSDEN COUNTY SCHOOL DISTRICT

35 MARTIN LUTHER KING JR. BLVD.
QUINCY FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 31ST day of JULY, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Contact Address: 3938 SUNBEAM ROAD STE 2
City, Zip, State: JACKSONVILLE FL 32257

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED AUG - 8 2011

### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☑ |
| To the school | Weekly ☐ | Monthly ☑ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions: AFTER SCHOOL M,T,W,R,F WEEKENDS DURING DAY Sa, Su

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☑ Community-based center
- ☑ Child Care Center
- ☑ Student's home with tutor present
- □ Provider facility
- □ Student's home (on-line or computer-based)
- ☑ Public site such as public library
- ☑ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $56.25 – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

JOSEPH VICKERS / PRESIDENT / [signature] 8/2/11
Provider Authorized Representative: Name / Title / Signature / Date

A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Name of Supplemental Educational Service Provider:

3938 SUNBEAM ROAD STE 1 JACKSONVILLE FL 32257
Address

JACKSONVILLE FL 32259

City / State / Zip Code

904-262-0623 20-4930992

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title Address

Date / Phone Number City / State / Zip code

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
QUANTUM LEAP EDUCATIONAL SERVICES LLC

Business name/disregarded entity name, if different from above
A QUANTUM LEAP EDUCATIONAL SERVICES LLC

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► P

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3938 SUNBEAM ROAD STE 1

Requester's name and address (optional)

City, state, and ZIP code
JACKSONVILLE FL 32257

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

**Employer identification number**
20 - 4930992

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ► [signature] Date ► 7/6/11

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

## Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) 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.

| Name of Applicant | PR/Award Number and/or Project Name |
|---|---|
| A QUANTUM LEAP EDUCATIONAL SERVICES LLC | SES TUTORING |
| **Printed Name** | **Title of Authorized Representative** |
| JOSEPH VICKERS 7/31/11 | PRESIDENT |
| **Signature** | **Date** |
| [signature] | 7/31/11 |

*ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete*

Distributed by Purchasing: Revised 6/4/96

96175 MIS

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Cecil W. Powell & Co.
P.O. Drawer 41490
219 Newnan St.
Jacksonville, FL 32203-1490

CONTACT NAME:
PHONE (A/C, No, Ext): 904.353.3181 FAX (A/C, No): 904.353.5722
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00019275

**INSURED**
A Quantum Leap Educational Services LLC
3938 Sunbeam Road Suite 1
Jacksonville, FL 32257

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Markel Insurance Company | 38970 |
| INSURER B : | Comp Options Insurance Company | 10834 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**COVERAGES** CERTIFICATE NUMBER: 6/11A REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Sexual Abuse & Molestation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | 3602CC3411511 | 06/16/2011 | 06/16/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 3602CC3411511 | 06/16/2011 | 06/16/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | | | 4602CC3411521 | 06/16/2011 | 06/16/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | OCOCWC000012100 | 06/22/2011 | 06/22/2012 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | | | 3602CC3411511 | 06/16/2011 | 06/16/2012 | $1,000,000 @Claim/Aggregate<br>$10,000 Deductible @Claim | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Board of Gadsden County, Florida, including all former & future board members, employees, officers, volunteers & agents: Additional insured & waiver of subrogation per the attached endorsements

**CERTIFICATE HOLDER**

The School Board of Gadsden County, Florida
35 Martin Luther King Jr Blvd
Quincy, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Faye G. Coleman

Faye G. Coleman CIC/TLC

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 3602CC3411511 IL 12 07 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FLORIDA POLICY CHANGES

Effective Date of Change: 6/16/11
Change Endorsement No.: 1
Named Insured: A Quantum Leap Educational Services LLC

The following item(s)

| | | | |
|---|---|---|---|
| ☐ | Insured's Name | ☐ | Insured's Mailing Address |
| ☐ | Policy Number | ☐ | Company |
| ☐ | Effective/Expiration Date | ☐ | Insured's Legal Status/Business of Insured |
| ☐ | Payment Plan | ☐ | Premium Determination |
| ☒ | Additional Interested Parties | ☐ | Coverage Forms and Endorsements |
| ☐ | Limits/Exposures | ☐ | Deductibles |
| ☐ | Covered Property/Located Description | ☐ | Classification/Class Codes |
| ☐ | Rates | ☐ | Underlying Insurance |

is (are) changed to read {See Additional Page(s)}:

**It is hereby understood and agreed that the policy is amended as follows:**

**Additional Insured is included in MGL232-FL 04 07.**

**Waiver of Subrogation is included in MGL232-FL 04 07.**

**It is further understood and agreed that we will give the Certificate Holder thirty (30) days notice of cancellation, non renewal or major coverage change.**

**All other terms and conditions remain the same.**

All other terms and conditions remain the same.

The above amendments result in a change in the premium as follows:

| ☐ NO CHANGES | ☐ TO BE ADJUSTED AT AUDIT | ADDITIONAL PREMIUM | RETURN PREMIUM |
|---|---|---|---|
| | | $ 0.00 | $ |

Countersigned By:

Bruce A. Kay Bruce A. Kay
(Authorized Agent)

SSM IL 12 07 07 02 Copyright, ISO Properties, Inc., 2002

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

h. Any failure to maintain the product in a merchantable condition; or

i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

**XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

The following paragraph is added to WHO IS AN INSURED (**Section II**):

4. Any person or organization for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor, added as an "Insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

**XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER**

WHO IS AN INSURED (**Section II**) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY**

Exclusion **2.a.** of **SECTION I - COVERAGES**, COVERAGE **A** is deleted in its entirety and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT**

A. Paragraph **(4)** of Exclusion **j.** of **SECTION I - COVERAGES**, COVERAGE **A** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and

2. Away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is $10,000 per "occurrence".

C. For the purposes of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under **Section IV - Conditions** is replaced by the following:

2. **Duties In The Event Of A "Defect" Or A "Product Withdrawal"**

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

D. For the purposes of this coverage, the following is added to **Section IV - Conditions:**

**Concealment Or Fraud**

We will not provide coverage under **Section I** to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under **Section I** of this coverage.

## XX. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item **8.**, Transfer of Rights of Recovery Against Others to Us of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2011 Policy No. OC-OC-WC-0000121-00 Endorsement No. 0000
Insured Quantum Leap Educational Services, L.L.C. Premium $4,775.00

Insurance Company Countersigned by
Comp Options Insurance Company, Inc. dba OptaComp

**WC 00 03 13**
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 10 day of August, 2011, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT,**") and

**Name of State-Approved SES Provider:** ACADEMICS; Educational Development Associates, Inc. dba ACADEMICS
Contact Address: 14052 NW 82 Avenue
City, Zip, State: Miami Lakes, FL 33016

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED AUG 11 2011

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker's Compensation Insurance (If a provider is entreating board premises

for services, a waiver of subrogation must be provided.)
Limits: $1,000,000.00

3. Auto Liability (if the provider is transporting students)
   Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
   Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title 1 school for the 2011-2012 school year. If parental requests for free tutoring exceed the amount of funding available, the school district will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☒ |
| To the school | Weekly ☐ | Monthly ☒ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: upto 6 # Sessions per Month: upto 16

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☐

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students ☒

Maximum number of students per tutor: 10

Time/Day of Sessions: After School, Before School, Summer Days: Monday through Sunday

Location of Sessions: *Check all that apply.*

- ☒ School campus
- ☐ Community-based center
- ☒ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☒ Public site such as public library
- ☒ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $ not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011**.

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.





C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: ~~Five (5)~~ Ten (10) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Michael A. Bell / Vice President / Michael A Bell / 8/10/11
Provider Authorized Representative: Name / Title / Signature / Date

ACHIEVE 180, Educational Development Associates, Inc. d/b/a ACHIEVE 180
Name of Supplemental Educational Service Provider:

14052 NW 82 Avenue
Address

Miami Lakes, FL 33016

City / State / Zip Code

(305)362-8887 / 65-0009089

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

Client#: 22674 EDUCADEV

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Carissa LaFreniere | |
|---|---|---|
| Cypress Insurance Group BO-CL<br>P.O. Drawer 9328<br>Fort Lauderdale, FL 33310-9328<br>954 771-0300 | PHONE (A/C, No, Ext): 954 771-0300 | FAX (A/C, No): 954 772 9424 |
| | E-MAIL ADDRESS: CarissaL@CypressInsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Philadelphia Insurance Companie | 18058 |
| INSURED<br>Educational Development Associates, Inc<br>DBA ACALETICS<br>14052 N.W. 82nd Avenue<br>Miami Lakes, FL 33016 | INSURER B : Technology Insurance Co. | 42376 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | PHPK739965 | 07/01/2011 | 07/01/2012 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | Deductible -0- | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK739965 | 07/01/2011 | 07/01/2012 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | Deductible -0- | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 5523500 | 08/10/2011 | 07/01/2012 | EACH OCCURRENCE | $1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $1,000,000 |
| | DED X RETENTION $10,000 | | | | | | Pro/Comp Ops | $1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TWC3287338 | 09/14/2011 | 07/01/2012 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N | N / A | | TWC3248989 | 09/14/2010 | 09/14/2011 | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) | | | Deductible -0- | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Abuse/Molestation | | | PHPK739965 | 07/01/2011 | 07/01/2012 | 1MM OCC/2MM AGG | |
| A | Teachers Prof Lia | | | PHPK739965 | 07/01/2011 | 07/01/2012 | 1MM OCC/2MM AGG | |
| | | | | Deductible -0- | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation applies to Florida operations and employees only.
Zero (0) Deductible applies to all policies
Blanket Additional Insured Form PI-GLD-VS (01/08) applies to the General Liability Policy and is deemed to include The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents. Blanket Waiver of Subrogation Form PI-GLD-VS (01/08)
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger B. Bond

© 1988-2010 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

applies to the General Liability Policy and is deemed to include The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents. Waiver of Subrogation to the Workers Comp Policy and is deemed to include the certificate holder.
30 Days Notice of Cancellation

# ACALETICS

14052 NW 82nd Avenue ▪ Miami Lakes, Florida 33016
Dade (305) 362-8887 ▪ Toll Free (866) 877-1222


## ACCIDENT/INCIDENT/EMERGENCY Reporting PROCEDURES

Below are the appropriate procedures for handling and reporting accidents or incidents when a pupil and/or employee has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

In the advent of an emergency the following policy is should be adhered to.

- Student/Employee should secure their immediate area by locking the doors, securing all sliding doors, and windows.
- Immediately contact **911** should the situation call for this action
- Establish contact with the building staff to determine what is being done to promote the safety of all occupants of the building.
- Student/Employee should only leave the room briefly to make sure the halls and thruways are clear of any students that are "in transit." These students should be located immediately and taken to a safe area.
- **DO NOT** attempt to leave the room and investigate what may be happening.
- Try to promote a calm environment by continuing with the designated lesson for the tutoring session.
- Wait for emergency services to grant the "all clear" before anyone leaves the room or students are released to their parents/guardians.
- If a fire erupts during a tutoring please evacuate your class in a calm, controlled manner out of the building and to a safe distance.

## MEDICAL EMERGENCIES

**If a student or fellow staff member is injured the Lead Tutor should be informed right away. The Lead Tutor should make the decision as to whether or not 911 should be called. If it is a matter of life and death, 911 should be called before going to the Lead Tutor. After 911 is called, the Lead Tutor or Tutor should notify parent(s) and/or emergency contact(s) of the person (s)/ student(s) involved. It is the responsibility of the Lead Tutor to inform ACALETICS of the incident immediately.**

© Educational Development Associates, Inc.

# ACALETICS

14052 NW 82nd Avenue ▪ Miami Lakes, Florida 33016
Dade (305) 362-8887 ▪ Toll Free (866) 877-1222


## Accident/Incident Report

**Date:** _____ **Time:** _____

**School:** _____ **County:** _____

**Name of Person(s) reporting information**

_____

**Name of Individual(s) involved in incident/accident**

_____

**Where did the accident/incident take place?**

_____

**Describe the accident/incident in full detail.**

_____

_____

_____

_____

_____

_____

_____

_____

_____

**Witness(es) Name (Print):** _____

**Witness(es)Signature:** _____

© Educational Development Associates, Inc.

# State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

a corporation organized under the Laws of the State of Florida, filed on September 9, 1987.

The document number of this corporation is M58799.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of September, 1987

Jim Smith
Secretary of State

CR2E022 (10-85)

# ARTICLES OF INCORPORATION

# OF

# EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

FILED
97 SEP -9 PM 2:14

## ARTICLE I- NAME

The name of this corporation is EDUCATONAL DEVELOPMENT ASSOCIATES, INC.

## ARTICLE II - DURATION

This corporation shall have perpetual existence commencing on the date of this filing of these Articles of Incorporation with the Department of State.

## ARTICLE III - PURPOSE

This corporation is orgainized for the purpose of transacting any or all lawful business.

## ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue 500 shares of $1.00 par value common stock which shall be designated as "Common Shares."

## ARTICLE V - PRE-EMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation shall have the right to purchase his pro-rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

## ARTICLE VI - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 6447 Miami Lakes Dr., East, Suite 206, Miami Lakes, Fl 33014, and the name of the initial registered agent of this corporation at that address is Michael A. Bell.

## ARTICLE VII - OFFICERS AND DIRECTORS

This corporation shall have two Directors constituting the initial Board of Directors. The number of Directors may be either increased or decreased from time to time by the Bylaws. The name and address of the initial Officers and the Board of Directors of this corporation are:

| | |
|---|---|
| Janet Matthews, President/Secretary | 7105 Miami Lakes Drive<br>Unit N 20<br>Miami Lakes, Florida<br>33014 |
| Michael A. Bell, Vice-President/Treasurer | Same address as above. |

ARTICLE VIII - INCORPORATOR

The name and address of the Incorporator signing these articles is:

Michael A. Bell, Vice-President/Treasurer — 7105 Miami Lakes Drive
Unit N 20
Miami Lakes, Florida
33014

ARTICLE IX - INDEMNIFICATION

The corporation shall indemnify any Officer or Director, or any former Officer or Director, to the full extent permitted by law.

ARTICLE X - AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on the date of signing.

Dated: August 31, 1987

Michael A. Bell
Incorporator

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, a Notary Public authorized to take acknowledgments im the State and County set forth above, personally appeared Michael A. Bell, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, this 31st day of August, 1987.

NOTARY PUBLIC, State of Florida
at Large

My commission expires: 7-21-91

NOTARY PUBLIC, STATE OF FL...
MY C...
BONDED...

CERTIFICATE DESIGNATING PLACE AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

First, that EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

Desiring to organize or qualify under the laws of the State of Florida, has named Michael A. Bell as its agent to accept service of process within Florida.

Dated: August 31, 1987

Michael A. Bell

Michael A. Bell, Director

ACCEPTANCE OF DESIGNATION BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties.

Dated: August 31, 1987

Michael A. Bell

Michael A. Bell
Registered Agent

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Home | Contact Us | E-Filing Services | Document Searches | Forms | Help

Previous on List | Next on List | Return To List

Entity Name Search

No Events | No Name History

Submit

# Detail by Entity Name

## Florida Profit Corporation

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | M58799 |
| **FEI/EIN Number** | 650009089 |
| **Date Filed** | 09/09/1987 |
| **State** | FL |
| **Status** | ACTIVE |

## Principal Address

14052 NW 82 AVE
MIAMI LAKES FL 33016 US

Changed 04/26/2006

## Mailing Address

14052 NW 82 AVE
MIAMI LAKES FL 33016 US

Changed 04/26/2006

## Registered Agent Name & Address

BELL, MICHAEL A VP
3822 PINE LAKE DRIVE
WESTON FL 33332 US

Name Changed: 03/28/2007

Address Changed: 04/17/2005

## Officer/Director Detail

**Name & Address**

Title PSD

BELL, JANET M
3822 PINE LAKE DRIVE
WESTON FL 33332

Title VTD

BELL, MICHAEL A
3822 PINE LAKE DRIVE
WESTON FL 33332

## Annual Reports

**Report Year Filed Date**

| | |
|---|---|
| 2009 | 04/29/2009 |
| 2010 | 02/22/2010 |
| 2011 | 02/16/2011 |

## Document Images

| | |
|---|---|
| 02/16/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/22/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2009 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2007 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2004 -- ANNUAL REPORT | View image in PDF format |
| 05/05/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2002 -- ANNUAL REPORT | View image in PDF format |
| 05/11/2001 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/11/1999 -- ANNUAL REPORT | View image in PDF format |
| 04/17/1998 -- ANNUAL REPORT | View image in PDF format |
| 05/12/1997 -- ANNUAL REPORT | View image in PDF format |
| 08/08/1996 -- ANNUAL REPORT | View image in PDF format |
| 07/31/1995 -- ANNUAL REPORT | View image in PDF format |

**Note:** This is not official record. See documents if question or conflict.

Previous on List  Next on List  Return To List

Entity Name Search

**No Events**  **No Name History**  Submit

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright © and Privacy Policies
State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Home | Contact Us | E-Filing Services | Document Searches | Forms | Help

Previous on List | Next on List | Return to List

Fictitious Name Search

No Filing History

Submit

# Fictitious Name Detail

## Fictitious Name

ACALETICS

## Filing Information

| | |
|---|---|
| **Registration Number** | G09105900287 |
| **Status** | ACTIVE |
| **Filed Date** | 04/15/2009 |
| **Expiration Date** | 12/31/2014 |
| **Current Owners** | 1 |
| **County** | MIAMI-DADE |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | NONE |

## Mailing Address

14052 NW 82 AVENUE
MIAMI LAKES, FL 33016

## Owner Information

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.
14052 NW 82 AVENUE
MIAMI LAKES, FL 33016
**FEI/EIN Number:** 65-0009089
**Document Number:** M58799

## Document Images

04/15/2009 -- Fictitious Name Filing | View image in PDF format

**Note:** This is not official record. See documents if question or conflict.

Previous on List | Next on List | Return to List

Fictitious Name Search

No Filing History

Submit

| Home | Contact us | Document Searches | E-Filing Services | Forms | Help |

Copyright © and Privacy Policies
State of Florida, Department of State

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
**Educational Development Associates, Inc.**

Business name, if different from above
**ACALETICS**

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☑ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
**14052 NW 82 Avenue**

Requester's name and address (optional)

City, state, and ZIP code
**Miami Lakes, Florida 33016**

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | | | |

or

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 6 | 5 | – | 0 | 0 | 0 | 9 | 0 | 8 | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ► Michael K. Brady, VP Date ► 8/10/11

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION

(1) 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.

(2) 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.

Athletics Educational Development Associates Incdba Athletics
Organization Name

PR/Award or Project Name

Michael A. Bell
Name

Vice President
Title

Michael A. Bell
Signature

8/10/11
Date

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98)

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 1 day of JULY, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: Club Z! In-Home Tutoring Services, Inc.**
Contact Address: 15310 Amberly Drive, Suite 110
City, Zip, State: Tampa, FL 33647

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

## 3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☑ |
| To the school | Weekly ☐ | Monthly ☑ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2-6 # Sessions per Month: 8-24

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☐

Maximum number of students per tutor: 5

Time/Day of Sessions:

Monday-Sunday before or after school.

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☐ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☑ Public site such as public library
- ☑ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $65/hr.– not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.
**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

*October 14-31, 2011 Services*
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

*November 1-30, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

*December 1-31, 2011 Services*
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*January 1-31, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*February 1-29, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

*March 1-23, 2012 Services*
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

## 14. PROVIDER OBLIGATIONS

### A. Minimum Per Site

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: One (1) student**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

_____
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Joseph Cruz, Regional Director 7/21/11
Provider Authorized Representative: Name / Title / Signature / Date

Club Z! In-Home Tutoring Services, Inc.
Name of Supplemental Educational Service Provider:

15310 Amberly Drive, Suite 110
Address

Tampa, Fl 33647

City / State / Zip Code

(888) 434-2582 65-1262940

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title Address

Date / Phone Number City / State / Zip code

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ND CLUBZ-0

DATE (MM/DD/YYYY) 07/12/11

PRODUCER

Jackson, Dieken & Associates
27893 Clemens Road, Suite #1
Westlake OH 44145-1169
Phone: 440-250-6873 Fax: 440-250-6874

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Club Z! In Home Tutoring Services, Inc.
15310 Amberly Drive
Tampa FL 33647

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Insurance Co | 23850 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>Deductible $0<br>X Abuse & Molest<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | PHPK617260 | 08/28/10 | 08/28/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>A Deductible $0 | PHPK617260 | 08/28/10 | 08/28/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS/UMBRELLA LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>X RETENTION $10,000 | PHUB319707 | 08/28/10 | 08/28/11 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A<br>A | | OTHER<br>Abuse<br>Professional Liab | PHPK617260 DED $0<br>PHPK617260 DED$0 | 08/28/10<br>08/28/10 | 08/28/11<br>08/28/11 | Occur/Agg<br>Occur/Agg | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PHSD553814 Policy Term: 8/28/10 to 8/28/11 Third Party Crime Coverage $50,000 Limit $1000 Deductible.The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers,& agents additional insured, waiver of subrogation.

CERTIFICATE HOLDER

GADSENC

The School Board of Gadsden County, Florida
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Christopher J. Wollmann

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

POLICY NUMBER: PHPK617260

IL 12 07 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# FLORIDA POLICY CHANGES

Effective Date of Change: 11/30/2010
Change Endorsement No.: 35
Named Insured: Club Z! In Home Tutoring Services, Inc.

The following item(s):

| | | | |
|---|---|---|---|
| ☐ | Insured's Name | ☐ | Insured's Mailing Address |
| ☐ | Policy Number | ☐ | Company |
| ☐ | Effective/Expiration Date | ☐ | Insured's Legal Status/Business of Insured |
| ☐ | Payment Plan | ☐ | Premium Determination |
| ☒ | Additional Interested Parties | ☐ | Coverage Forms and Endorsements |
| ☐ | Limits/Exposures | ☐ | Deductibles |
| ☐ | Covered Property/Location Description | ☐ | Classification/Class Codes |
| ☐ | Rates | ☐ | Underlying Insurance |

Is (are) changed to read **{See Additional Page(s)}:**

The above amendments result in a change in the premium as follows:

| | | | | | |
|---|---|---|---|---|---|
| ☒ | NO CHANGES | ☐ | TO BE ADJUSTED AT AUDIT | ADDITIONAL PREMIUM $ | RETURN PREMIUM $ |
| Countersigned By: | | | | | |

(Authorized Agent)


© ISO Properties, Inc., 2002

## POLICY CHANGES ENDORSEMENT DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

The following Additional Insured is added to the policy per form CG2026 - Additional Insured Designated Person or Organization - with respect to Location 1:

Blanket where required by contract

**REMOVAL PERMIT**

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.


© ISO Properties, Inc., 2002

AUTOMATIC DATA PROCESSING INS AGCY
PO BOX 33015
SAN ANTONIO TX, 78265

School Board of Gadsden
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

ACORD 25 (2009/09)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

RSA
U0BB

DATE (MM/DD/YYYY)
07-12-2011

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
AUTOMATIC DATA PROCESSING INS AGCY
250717 P:(877)287-1316 F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (877)287-1316
FAX (A/C, No): (888)443-6112
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Twin City Fire Ins Co. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
CLUB Z! IN-HOME TUTORING SERVICES, INC
15310 AMBERLY DR STE 185
TAMPA FL 33647

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DEDUCTIBLE | | | | | | | $ |
| | RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | 76 WEG LR0801 | 04/25/2011 | 04/25/2012 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. A Workers Compensation Waiver of Subrogation applies to the certificate holder per form G2240 3B03, Waiver of Our Right to Recover from Others, attached to this policy.

CERTIFICATE HOLDER

School Board of Gadsden
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Club Z! In-Home Tutoring Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
15310 Amberly Drive, Suite 110

Requester's name and address (optional)

City, state, and ZIP code
Tampa, FL 33647

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
6 5 - 1 2 6 2 9 4 0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6/2/2011

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ND CLUBZ-0 | DATE (MM/DD/YYYY) 07/12/11

PRODUCER

Jackson, Dieken & Associates
27893 Clemens Road, Suite #1
Westlake OH 44145-1169
Phone: 440-250-6873 Fax:440-250-6874

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Club Z! In Home Tutoring
Services, Inc.
15310 Amberly Drive
Tampa FL 33647

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Insurance Co | 23850 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>Deductible $0<br>X Abuse & Molest<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC | PHPK617260 | 08/28/10 | 08/28/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A<br><br><br><br>A | | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>Deductible $0 | PHPK617260 | 08/28/10 | 08/28/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS/UMBRELLA LIABILITY<br>X OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>X RETENTION $10,000 | PHUB319707 | 08/28/10 | 08/28/11 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$<br>$<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A<br>A | | OTHER<br>Abuse<br>Professional Liab | PHPK617260 DED $0<br>PHPK617260 DED$0 | 08/28/10<br>08/28/10 | 08/28/11<br>08/28/11 | Occur/Agg<br>Occur/Agg | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PHSD553814 Policy Term: 8/28/10 to 8/28/11 Third Party Crime Coverage $50,000 Limit $1000 Deductible.The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers,& agents additional insured, waiver of subrogation.

CERTIFICATE HOLDER

GADSENC

The School Board of Gadsden County, Florida
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Christopher J. Wollmann

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

POLICY NUMBER: PHPK617260

IL 12 07 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# FLORIDA POLICY CHANGES

Effective Date of Change: 11/30/2010
Change Endorsement No.: 35
Named Insured: Club Z! In Home Tutoring Services, Inc.

The following item(s):

| | | | |
|---|---|---|---|
| ☐ | Insured's Name | ☐ | Insured's Mailing Address |
| ☐ | Policy Number | ☐ | Company |
| ☐ | Effective/Expiration Date | ☐ | Insured's Legal Status/Business of Insured |
| ☐ | Payment Plan | ☐ | Premium Determination |
| ☒ | Additional Interested Parties | ☐ | Coverage Forms and Endorsements |
| ☐ | Limits/Exposures | ☐ | Deductibles |
| ☐ | Covered Property/Location Description | ☐ | Classification/Class Codes |
| ☐ | Rates | ☐ | Underlying Insurance |

Is (are) changed to read **{See Additional Page(s)}:**

The above amendments result in a change in the premium as follows:

| | | | | | |
|---|---|---|---|---|---|
| ☒ | NO CHANGES | ☐ | TO BE ADJUSTED AT AUDIT | ADDITIONAL PREMIUM $ | RETURN PREMIUM $ |

Countersigned By:

(Authorized Agent)


© ISO Properties, Inc., 2002

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

In consideration of the premium reflected, the policy is amended as indicated below:

The following Additional Insured is added to the policy per form CG2026 - Additional Insured Designated Person or Organization - with respect to Location 1:

Blanket where required by contract

**REMOVAL PERMIT**

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.


© ISO Properties, Inc., 2002

AUTOMATIC DATA PROCESSING INS AGCY
PO BOX 33015
SAN ANTONIO TX, 78265

School Board of Gadsden
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

---

ACORD 25 (2009/09)

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

RSA
U0BB

DATE (MM/DD/YYYY)
07-12-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
AUTOMATIC DATA PROCESSING INS AGCY
250717 P:(877)287-1316 F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (877)287-1316 FAX (A/C, No): (888)443-6112
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Twin City Fire Ins Co. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
CLUB Z! IN-HOME TUTORING SERVICES, INC
15310 AMBERLY DR STE 185
TAMPA FL 33647

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 76 WEG LR0801 | 04/25/2011 | 04/25/2012 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations. A Workers Compensation Waiver of Subrogation applies to the certificate holder per form G2240 3B03, Waiver of Our Right to Recover from Others, attached to this policy.

CERTIFICATE HOLDER

School Board of Gadsden
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Club Z! In-Home Tutoring Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
15310 Amberly Drive, Suite 110

Requester's name and address (optional)

City, state, and ZIP code
Tampa, FL 33647

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | - | | | - | | | | |

Employer identification number
| 6 | 5 | - | 1 | 2 | 6 | 2 | 9 | 4 | 0 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 6/2/2011

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CLUB Z! In-Home Tutoring Services

July 21, 2011

To Whom It May Concern,

I, Aimee Sottilaro, President of Club Z! In-Home Tutoring Services, Inc. confirm that Mr. Joseph Cruz has full signing authority on behalf of our company, Club Z! In-Home Tutoring Services, Inc. Any and all documents signed by Mr. Cruz will be fully binding with our company.

Thank you for your continued support and we look forward to a successful year. Please feel free to contact our office if any additional information is needed.

Sincerely,

Aimee T. Sottilaro

Aimee T. Sottilaro
President

CC: File

ATS/cmw

RECEIVED
Jul 25 2011
Kimble

---

On this 21st day of July, 2011, before me, the undersigned notary public, personally appeared Aimee T. Sottilaro, proved to me through satisfactory evidence of identification, which was FL drivers license, to be the person whose name is signed on this document and acknowledged to me that she signed it voluntarily for its stated purpose.

Carolyn Walden

Notary Public
My Commission Expires: 9/26/12

CAROLYN WALDEN
MY COMMISSION # DD 791981
EXPIRES: September 26, 2012
Bonded Thru Notary Public Underwriters

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 24th day of July, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider: Investing In Our Youth, Inc.**
Contact Address: P. O. Box 105
City, Zip, State: Quincy, Florida 32353

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.




### DEFINITIONS

**Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).

**Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The plan must include a statement of specific achievement goals for

the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

**II. PROGRESS REPORTS**

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly ☐ | Monthly ☑ |
| To the school | Weekly ☐ | Monthly ☐ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 6 # Sessions per Month: 24

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group (2-5 students) ☑ Large Group (6-10) no more than 10 students ☑

Maximum number of students per tutor: 5

Time/Day of Sessions: Monday - Saturday

Location of Sessions: *Check all that apply.*

- ☐ School campus
- ☑ Provider facility
- ☐ Faith-based center
- ☑ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☑ Public site such as public library
- ☐ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

**K. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

**L. TUTORING SERVICES**

**I. PROVIDER APPLICATION**

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

**II. FEDERAL/STATE LAWS**

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

**III. TUTORING CONTENT**

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

**I.** Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

**II.** A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ – not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012**. The last day to submit an invoice will be** April 16, 2012**. The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Alma Venisee - Director 7-24-11
Provider Authorized Representative: Name / Title / Signature / Date

Investing In Our Youth, Inc.
Name of Supplemental Educational Service Provider:

P.O. Box 105
Address

Quincy - Florida 32353

City / State / Zip Code

Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

Name / Title

Address

Date / Phone Number

City / State / Zip code

CL 2564595
Renewal of Number

POLICY DECLARATIONS

No. CL 2564595A

# Mount Vernon Fire Insurance Company

**1190 Devon Park Drive, Wayne, Pennsylvania 19087**

A Member Company of United States Liability Insurance Group

Original

NAMED INSURED AND ADDRESS:

**INVESTING IN OUR YOUTH**
**P. O. BOX 105**
**QUINCY, FL 32353**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS` POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

POLICY PERIOD: (MO. DAY YR.) From: 12/29/2010 To: 12/29/2011

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non Profit Organization

BUSINESS DESCRIPTION: Specialty Training School

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | PREMIUM |
|---|---|
| Commercial Liability Coverage Part | $2,270.00 |

**TOTAL DUE:** **$2,270.00**

SURPLUS LINES AGENT JAMES L. DELMOLINO
Address 13577 Feather Sound Dr., Ste. 100
Clearwater, Florida 33762
JOHN PAT THOMAS
License No. A065437
Producing Agent 1821 W Jefferson St.
City/State Quincy FL 32351

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF ANY INSOLVENT UNLICENSED INSURER.

| | |
|---|---|
| Insp. fee | $ 100.00 |
| Filing fee | $ 35.00 |
| FL Stamping | $ 2.51 |
| Tax | $ 125.75 |
| F.H.C.F. fee | $ 25.05 |
| Other | $ |
| Total | $ 2607.31 |

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

NO FLAT CANCELLATION

Agent: **SOUTHERN CROSS UNDERWRITERS (TAMPA, FL) (1765)**
**13577 Feathersound Drive, Suite 100/110**
**Clearwater, FL 33762**

Issued: 1/3/2011

Broker: Pat Thomas & Associates Insurance, Inc.
P.O. Box 1919
Quincy, FL 32353

By: James L. Delmolino / Thomas P. Kenney
Authorized Representative

UPD (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

**Policy No.** **CL 2564595A**

Effective Date: 12/29/2010
12:01 AM STANDARD TIME

## LIMITS OF INSURANCE

| | |
|---|---|
| Each Occurrence Limit | **$1,000,000** |
| Personal & Advertising Injury Limit (Any One Person/Organization) | **$1,000,000** |
| Medical Expense Limit (Any One Person) | **$5,000** |
| Damages To Premises Rented To You (Any One Premises) | **$100,000** |
| Products/Completed Operations Aggregate Limit | **Included** |
| General Aggregate Limit | **$2,000,000** |
| Professional Liability Each Claim | **Included** |
| Professional Liability Aggregate | **Included** |
| Molestation or Abuse Liability Each Claim | **$100,000** |
| Molestation or Abuse Liability Aggregate | **$300,000** |

## LIABILITY DEDUCTIBLE $0

## LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

| *Location* | *Address* | *Territory* |
|---|---|---|
| 1 | 600 South Adams Street, Quincy, FL 32351 | 006 |

## PREMIUM COMPUTATION

| | | | | Rate | | Advance Premium | |
|---|---|---|---|---|---|---|---|
| *Loc* | *Classification* | *Code No.* | *Premium Basis* | *Pr/Co* | *All Other* | *Pr/Co* | *All Other* |
| 1 | Abuse and Molestation Liability - Specialty Training Schools | 41799 | Flat | Included | 525.000 | Included | $525 |
| 1 | Additional Insured - Designated Person | 49950 | 1 Per Additional Insured | Included | 100.000 | Included | $100 |
| 1 | Additional Insured - Managers or Lessors of Premises | 49950 | 1 Per Additional Insured | Included | 100.000 | Included | $100 |
| 1 | Professional Liability | 72990 | Flat | Included | 0.000 | Included | Included |
| 1 | Schools - Tutoring Centers - Other than Not-For-Profit | 47474 | 288,000 Per 1,000 Sales | Included | 5.365 | Included | $1,545 |

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:** **$500**

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:** **$2,270**

(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission.
Copyright, ISO Commercial Risk Services, Inc., 1983, 1984, 1988

CL150 (10/03)

# The School Board of Gadsden County Florida
## Title 1 Supplemental Educational Services Contract

**THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT** ("Contract") is made and entered this 21st day of July, between the School Board of Gadsden County in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

**Name of State-Approved SES Provider:** Panhandle Area Educational Consortium
Contact Address: 753 West Boulevard
City, Zip, State: Chipley FL 32428

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

### RECITALS

**WHEREAS**, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, PROVIDER is specially trained, experienced and competent to perform the SES services required by DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

**WHEREAS**, PROVIDER has been approved by the State of Florida Department of Education as having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

**WHEREAS**, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

RECEIVED AUG - 8 2011

### DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to No Child Left Behind (NCLB).
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of no less than three and no more than five specific achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the

post-assessment. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. TERM**

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **June 30, 2012**

**2. DISTRICT OBLIGATIONS**

The DISTRICT must:

**A. NOTIFY PARENTS**

Annually notify parents of eligible students (when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

**B. ASSIST PARENTS**

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

**C. STUDENT ENROLLMENT FORM**

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form. **PROVIDER can not influence parent's choice of Provider in any way.**

**D. PRIORITIZE STUDENTS**

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

**E. PROVIDE STUDENT CONTACT INFORMATION**

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

**F. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION**

Once a PROVIDER has been notified, the DISTRICT shall make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment for Instruction in Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the DISTRICT is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

**G. PAY PROVIDER**

Agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education annually.

**H. SATISFACTORY SERVICES**

The DISTRICT is not obligated to pay for unsatisfactory services.
The DISTRICT shall give the PROVIDER at least 30 days written notice of its dissatisfaction and offer the provider opportunity to improve. If the provider improves its services to the DISTRICT'S satisfaction within that 30-day period, there shall be no interruption in payment.

**I. INFORM PROVIDER OF DISTRICT POLICES AND TRAINING ON USE OF DISTRICT SES SOFTWARE//FORMS**

District agrees to make available to PROVIDER clearly written information of all DISTRICT policies related to SES and the features and proper use of all DISTRICT SES software/forms.

**3. PROVIDER OBLIGATIONS AND PROHIBITIONS**

The PROVIDER must:

**A. ANNUAL MEETING**

PROVIDER must attend the Annual Provider Meeting on August 25, 2011 and Technical Assistance Meeting for SES software training to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER

meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

**Provider Representative Information and Contacting the DISTRICT**
The PROVIDER shall make available to the District pertinent contact information for the individual(s) that will be responsible for programmatic and fiscal responsibilities for Gadsden County School District. The contact information shall include the following and be updated immediately upon changes: Name; Title; Phone Number; Fax Number and email address.

**B. INSURANCE**
PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance to the District naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily

injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00

2. Worker's Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

**C. PROHIBITION OF DISCLOSURE**

PROVIDER must not disclose to the public the identity of any student or the student's educational information eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

**D. PROHIBITION OF DEFAMING DISTRICT**

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

**E. EQUAL OPPORTUNITY**

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

**F. MARKETING REQUIREMENTS**

All marketing materials must be reviewed and approved by Rebecca Gaines, Federal Programs Program Specialist prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

The PROVIDER is prohibited from advertising the provision of a snack or gifts of any kind, including equipment as part of its program.

Marketing materials to advertise for tutoring positions do not have to be vetted by the District. Advertisements for hiring of tutors must be approved by school principals prior to posting or other dissemination methods on school campuses.

*Failure to comply with all marketing requirements will result in this contract becoming null and void.*

**G. PROVIDER EMPLOYEES**

PROVIDER must ensure that all tutorial staff:

**I. QUALIFICATIONS**

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

## II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

PROVIDER (which includes any tutors hired by the SES company) shall not attempt to influence or bias parents' completion of the parent choice SES provider application, parent survey or any other evaluation of the PROVIDER'S services including an assurance of truthful submission of assessment data.

## III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

## IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

## V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level II screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from

having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER's employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Sharon Gilcrease , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and email the DISTRICT's Federal Program Director if any changes are made to employee list.

## VI. IDENTIFICATION BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

## VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

### 1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

### 2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to

child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

**VIII. EMPLOYEE BENEFITS**

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

**IX. INDEPENDENT CONTRACTOR**

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

**X. SES SOFTWARE/FORMS**

PROVIDER agrees to utilize DISTRICT'S SES software/forms to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan. PROVIDER will not alter DISTRICT'S forms.

**H. STUDENT LEARNING PLAN (SLP)**

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal

must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Next Generation State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than five (5) goals, but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress reports to the school SES Program Coordinator, student's teacher, parents', and make students aware of their progress.
The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education annually.

**I. SUPPLIES, EQUIPMENT, AND FACILITIES**

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request for any reason. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be

used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

**J. STUDENT RECORDS**

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature and parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request **and the District will withdraw the student.**

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

**I. ATTENDANCE ROSTERS**

The **MONTHLY** Attendance Roster must include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. The person signing must also note the time the student is being signed out of the PROVIDER'S care. The student's tutor must sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. **Tutors may not sign for a parent, even with verbal or written permission from a parent.** All records of attendance shall be maintained on the

DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice for payment.

## II. PROGRESS REPORTS

All Progress Reports shall contain the date student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal. **Monthly progress reports are required documentation to be submitted with the monthly invoice in order for the invoice to be paid.**

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

Providers must measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's teacher and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

| | | |
|---|---|---|
| To parents | Weekly □ | Monthly ☒ |
| To the school | Weekly □ | Monthly ☒ |
| To the DISTRICT | Monthly **X** | |

# Sessions per Week: 2 # Sessions per Month: _____

Type of Service: *Check and complete all that apply.*

Online □ One-on-One □

Small Group (2-5 students) ☒ Large Group (6-10) no more than 10 students □

Maximum number of students per tutor: 5

Time/Day of Sessions:

3:00-4:00 Tuesday + Thursdays

*Time can be start when teacher contracted day ends at the school.

Location of Sessions: *Check all that apply.*

- ☒ School campus
- ☒ Provider facility
- ☐ Faith-based center
- ☐ Community-based center
- ☐ Student's home (on-line or computer-based)
- ☐ Child Care Center
- ☐ Public site such as public library
- ☐ Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

## K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 14, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date. **Pre-assessment/post-assessment conducted by the PROVIDER is not considered a tutoring session and may not be billed to the DISTRICT as such.**

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods.

SLPs for students must be submitted at least five (5) business days prior to the start date. SLPs must be approved by the District-SES Program Coordinator, Rebecca Gaines before tutorial sessions begin.

## L. TUTORING SERVICES

### I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

### II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

### III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance

Form, that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Program Specialist, Rebecca Gaines, to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

**PROVIDER must submit their SES-company curriculum plan/guide/tool, that must be aligned to the Gadsden County School District in all subject area for tutoring services.**

## IV. TUTORING LIMITS

**PROVIDER shall limit tutoring to six (6) hours per week. No more than 2 hours each day. PROVIDER agrees to not start SES tutoring after 7:00 pm local time. PROVDER agrees not to render any tutoring services as follows:**

**I. During Gadsden County School District's holidays for students.**

**II. During FCAT test schedule week, including FCAT Writing.**

**III. During any Student Early Release Days.**

## V. SCHEDULE

PROVIDER shall offer Supplemental Educational Services in mathematics and reading/language arts that are aligned with the Next Generation State Standards to each eligible student. The instruction shall be provided beyond the regular school day.

## M. SUPERVISION OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER. If a student is old enough to be released without a parent present, then a signed release form must be provided to the DISTRICT so stating and a parent must sign monthly attendance roster, a copy will be given to the DISTRICT.

## N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original MONTHLY attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student

completed **monthly.**

III. Pre-assessment results and date and time administered shall be noted on the first monthly attendance roster form.
Post-assessment results and date and time administered shall be noted on the final monthly attendance form and final progress report.

**The original information must be submitted in its entirety from the PROVIDER to the DISTIRCT.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____– not to exceed the per hour rate as stated in state-approved application or the per hour rate dictated by the limits of the annual student allocation based on the number of session provided. PROVIDER is paid only for students who have an approved Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice unless the invoice is not complete or being corrected by PROVIDER. PROVIDER will invoice no later than the 15th (day) of the month following services rendered. The total payment for the 2011-2012 school year will not exceed **$1,125.00** per student. ***This amount is assigned by Florida Department of Education by US Department of Education.*** All invoices must be submitted to the Federal Programs, Program Specialist, Rebecca H. Gaines at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351.

**The last day that PROVIDER may provide SES will be** March 23, 2012. **The last day to submit an invoice will be** April 16, 2012. **The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the DISTRICT'S right to recover erroneous, excessive, or illegal payments. Invoices submitted that do not contain the required information or requires corrections will incur a fee of fifty dollars ($50.00). Late invoices will incur a $100.00 late fee. PROVIDER'S shall make corrections to invoices within thirty (30) calendar days from first notification from DISTRICT. Failure to make corrections within thirty (30) calendar days will result in the invoice not being paid by the DISTRICT. PROVIDER must submit their invoicing following the established timeline:**

***October 14-31, 2011 Services***
**Invoice and Billing Documents due to DISTRICT November 15, 2011**
Progress report must be part of the billing packet. For students who have an approved SLP; progress reports will be required in the November billing cycle. Monthly attendance records with the minimum content stated required **for each student served**; with all necessary original signatures and attendance roster form with Pre-test assessment data content stated is required.

***November 1-30, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT December 15, 2011**
For students who have an approved SLP, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after November 15th; progress reports will be required in the December billing cycle. Monthly attendance

records with the minimum content stated are required **for each student served** with all necessary original signatures.

***December 1-31, 2011 Services***
**Invoice and Billing Documents due to the DISTRICT January 16, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after December 15th; progress reports will be required in the January billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***January 1-31, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT February 15, 2012**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after January 15th; progress reports will be required in the February billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***February 1-29, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT March 15, 2012**
**(Spring Break March 19-23, 2012)**
For students who have an approved SLP and, a progress report must be part of the billing packet. For students who have an approved SLP and services start on or after February 15th; progress reports will be required in the March billing cycle. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

***March 1-23, 2012 Services***
**Invoice and Billing Documents due to the DISTRICT April 16, 2012**
All students must have a progress report that reflects pre- and post-assessment results. Monthly attendance records with the minimum content stated are required **for each student served** with all necessary original signatures.

## O. INCENTIVES

PROVIDER must limit student incentives as follows:

**I.** Must not exceed a total of fifty ($50.00) per student for all incentives;
**II.** Incentives must be earned by achievement or attendance;

PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign- up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

## P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made after three (3) attempts, the PROVIDER must notify the DISTRICT immediately. **Parent contacts can be noted on the back of the DISTRICT developed attendance form, or an equivalent parent notification log must be submitted to the DISTRICT as evidence the PROVIDER has made the required contacts.**

**Q. CONTINUE TUTORING**

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until March 23, 2012 or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

**R. ACCESS TO RECORDS**

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

**S. INSPECTION AND AUDIT**

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit or upon DISTRICT request.

**The DISTRICT will conduct on-site verification of services periodically to determine if the tutors and the PROVIDER are implementing their program as specified in the approved state application. PROVIDER may request copies of the verification visit. All requests for verification documentation will be provided by the DISTRICT within ten (10) working days of request.**

**T. SUBCONTRACT AND ASSIGNMENT**

PROVIDER shall not subcontract or assign any of the work under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education to operate in Gadsden County DISTRICT .

**U. INDEMNIFICATION**

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees.

It is understood and agreed that such indemnity shall survive the termination of this Contract.

**V. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**W. REQUIRED DOCUMENTS**

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

**I.** Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.

**II.** Accident/Incident reporting procedures as described in Section G-VII of this contract.

**III.** Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

**IV.** Vendor Status forms with the W-9 packet attached to this contract

**V.** Certification regarding debarment, suspension or ineligibility award.

**4. RIGHT TO WITHHOLD**

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

**5. TERMINATION**

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 15, 2011.**

B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.

C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.

D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.

E. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.

F. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be off set against the final payment.

G. This contract shall be immediately terminated if a representative from the PROVIDER is not present at the August 25th PROVIDER training and Technical Assistance Meeting for SES software training .

H. This Contract may be terminated by DISTRICT or PROVIDER at any time for any above reasons but, not limited to the above reasons.

**6. PROHIBITION OF LOBBYING**

No funds made available for SES shall be used in any way for lobbying or fundraising activities.

**7. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

**8. NON-EXCLUSIVITY**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

**9. GOVERNING LAW**

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

**10. DISPUTES**

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Federal Program, Program Specialist, Rebecca H. Gaines, 35 Martin Luther King Blvd,. Quincy, FL 32351. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of the DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

**11. MODIFICATION AND AMENDMENTS**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal allocation amount per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

**12. NOTICES**

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Rebecca H. Gaines, SES Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

**13. SEVERABILITY CLAUSE**

If any provision of this Contract is held in whole or in part to be unenforceable by the DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**14. ENTIRE CONTRACT/AGREEMENT**

The following School Board of Gadsden County Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.
i. Final Student Progress Report with pre/post assessment data
j. Vendor Status W-9 form

**14. PROVIDER OBLIGATIONS**

**A. Minimum Per Site**

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by DISTRICT have been met, the DISTRICT must report PROVIDER to FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be in eligible to provide services in the state the following school year.

**Minimum number per site: Five (5) students**
**A site is defined as entire district**

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**THE SCHOOL BOARD OF GADSDEN COUNTY**
**TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

**Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

**DISTRICT:**

Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

**SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:**

Bonnie Wertenberger, SES Coordinator, Bonnie K Wertenberger 7.21.11
Provider Authorized Representative: Name / Title / Signature / Date

Panhandle Area Educational Consortium
Name of Supplemental Educational Service Provider:

753 West Boulevard ~~Chipley FL 32428~~
Address

Chipley FL 32428
City / State / Zip Code

850.638.6131 x 2259 59-6000898
Phone Number / Tax Identification Number:

**Authorized name, contact number and address for sending notice and information if different from above:**

NA
Name / Title Address

Date / Phone Number City / State / Zip code

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type See Specific Instructions on page 2.

Name
Panhandle Area Educational Consortium

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ Educational ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
753 West Boulevard

Requester's name and address (optional)

City, state, and ZIP code
Chipley FL 32428

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | - | | | - | | |

or

Employer identification number
5 9 - 6 0 0 0 8 9 8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here** Signature of U.S. person ▶ Rick Crews Date ▶ 8-1-11

## Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

***Sole proprietor.*** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

***Limited liability company (LLC).*** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

***Other entities.*** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

***Exempt from backup withholding.*** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

## Part I—Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.**

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see ***Limited liability company (LLC)*** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** *See the chart on this page for further clarification of name and TIN combinations.*

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see ***Exempt from backup withholding*** above.

**Signature requirements.** Complete the certification as indicated in **1** through **5** below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh
3031 N. Rocky Point Drive, Suite 700
Tampa, FL 33607
Attn: Mary.A.Ashley@marsh.com; Ph: (813) 207-5119

101246-CAS--11-12

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Lloyd's Of London | 1122000 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, FL 32428

**COVERAGES** **CERTIFICATE NUMBER:** ATL-002748872-11 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY** | | | PK1001611 | 07/01/2011 | 07/01/2012 | EACH OCCURRENCE | $ | 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | INCLUDED |
| | X CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ | EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY | $ | INCLUDED |
| | | | | | | | GENERAL AGGREGATE | $ | 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ | 1,000,000 |
| | X POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ | |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | WC STATU-TORY LIMITS ☐ OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Supplemental Educational Services (SES) provided to George W. Munroe Elementary, West Gadsden High, Havana Middle, East Gadsden High, Havana Northside High, Havana Elementary, Greensboro Elementary, Chattahoochee Elementary, Gretna Elementary, St. Johns Elementary, Stewart Street Elementary, James A. Shanks Middle, Carter Parramore Academy, Crossroad Academy, Hope Academy, Gadsden Central Academy, Dick Howser Center, GEMS and PAEC Migrant School.

**CERTIFICATE HOLDER**

Gadsden County School Board
35 Martin Luther King Boulevard
Quincy, FL 32351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary A Ashley — Mary A. Ashley

© 1988-2010 ACORD CORPORATION. All rights reserved.

# ADDITIONAL INFORMATION

ATL-002748872-11

DATE (MM/DD/YY)
07/19/2011

**PRODUCER**
Marsh
3031 N. Rocky Point Drive, Suite 700
Tampa, FL 33607
Attn: Mary.A.Ashley@marsh.com; Ph: (813) 207-5119

101246-CAS--11-12

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER G: | |
| INSURER H: | |
| INSURER I: | |
| INSURER J: | |

**INSURED**
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, FL 32428

**TEXT**

Persons insured by Surplus Lines Carriers do not have the protection of the Florida Guaranty Act to the extent of any right of recovery for the obligations of any insolvent, unlicensed insurer.

IT IS HEREBY NOTED AND AGREED THAT COVERAGE PROVIDED HEREON DOES NOT WAIVE ANY INSURED'S IMMUNITY PROVIDED UNDER FLORIDA IMMUNITY STATUTES. IN NO EVENT SHALL FLORIDA SOVEREIGN IMMUNITY STATUTES BE CONSTRUED TO INCREASE UNDERWRITER'S LIMITS OF LIABILITY HEREON.

SIR: $100,000 except for Excess Workers' Compensation is $150,000.

**CERTIFICATE HOLDER**

Gadsden County School Board
35 Martin Luther King Boulevard
Quincy, FL 32351

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary A Ashley

Mary A. Ashley

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10a

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Department of Education-Spot Survey to declare some portable classrooms surplus

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board approval of Department of Education Spot Survey to remove thirteen (13) portable classrooms from FISH report and declare them surplus. This will also reduce the District's student station count by two hundred sixty (260). Also attached is a resolution which is required in the approval.

**FUND SOURCE:** not applicable

**AMOUNT:** not applicable

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

EFIS Home

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change In COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Survey Details

**User:** wayne [Edit Profile]
Logout

Survey Details

Survey 3, Version 2
Status: Active Pending
Survey Creation Time: 9/30/2011 8:22:58 AM

Submission Date:
DOE Approval Date:

| | |
|---|---|
| Description: | Spot Survey to remove relocatables |
| Survey Open Date: | 09 / 30 / 2011 |
| Board Approval Date: | / / |
| Survey Expiration Date: | 6/30/2016 |
| DVE768 Approval Date: | 04 / 20 / 2011 |

**District Contact Information:**

| | | |
|---|---|---|
| Name: | Wayne Shepard | |
| Phone: (###) ### - #### | (850)627-9888 | Ext: |
| Email: | shepardw@mail.gcps.k12.fl.us | |

Survey Participants

Add Participant: First Name Last Name:

Company (Optional):

Comments:

Add comment:

Save Details | Reset Details

View Recommendations | Check | Student Membership

Survey Notes | Return to Survey List

**Created:** *Violet Brown 9/30/2011 8:22:58 AM* **Updated:** *Wayne Shepard 10/3/2011 1:17:13 PM*

Five Year Work Plan

Project Tracking

EFIS Home

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Facility Recommendations

**User:** wayne [Edit Profile]
Logout

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change In COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

Facility Recommendations

Facility: CARTER-PARRAMORE ALTERNATIVE SCHOOL

Add New Facility

Address: 631 S STEWART STREET

City: QUINCY

**Projected Student Membership**

PK-3: 9 4-8: 112 9-12: 65

**Recommendation Classifications:**

Capital Outlay: 1 - SCHOOL RECOMMENDED FOR C

Facility Use: 10 - ALTERNATIVE EDUCATION

Low Grade: KG - KINDERGARTEN

High Grade: 12 - GRADE 12

District Comment:

Removing relocatable to surplus.

Survey Comment:

**Site Improvements:**

| Improvement | Amount | Description |
|---|---|---|
| Parking | 0 | Cost to add additional parking spaces |
| Student Loading Zone | 0 | Cost to expand student loading zone |
| Site Expansion | 0 | Cost to expand school site |
| Site Development | 0 | Cost to develop site for use |
| Correct Drainage | 0 | Cost to correct drainage problems |
| Other | 0 | All other expenditures not defined by an above category |
| New Sites | 0 | The cost to purchase the land for a new site |
| Covered Walkways | 0 | Cost for additional covered walkways |

Save Details | Reset Details | Return to Survey

Student Membership | View Recommendation Details

**Created:** *Violet Brown 9/30/2011 8:23:25 AM*

**Updated:** *Violet Brown 9/30/2011 8:32:29 AM*

Five Year Work Plan

Project Tracking

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

## Survey - Recommendation Details

User: wayne

Survey Listing

Facility: CARTER-PARRAMORE ALTERNATIVE SCHOOL

**Recommendation Suggestions:**

| Design | Description | Facility List Spaces | Spaces in FISH | Spaces Recommended in Survey +/- | Difference |
|---|---|---|---|---|---|
| 2 | INTERMEDIATE/MIDDLE CLASSROOM (4-8) | 8 | 30 | 0 | 22 |
| 3 | SENIOR HIGH CLASSROOM (9-12) | 4 | 1 | 0 | -3 |
| 10 | PRIMARY SKILLS LAB (K-3) | 2 | 0 | 0 | -2 |
| 11 | INTERMEDIATE/MIDDLE SKILLS LAB (4-8) | 1 | 3 | -1 | 1 |
| 14 | ELEMENTARY COVERED PLAY AREA | 1 | 0 | 0 | -1 |
| 20 | INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) | 0 | 3 | 0 | 3 |
| 21 | INTERMEDIATE/MIDDLE SCIENCE LAB (4-8) | 1 | 2 | 0 | 1 |
| 22 | SENIOR HIGH SCIENCE DEMO (9-12) | 1 | 0 | 0 | -1 |
| 40 | RESOURCE ROOM | 2 | 1 | 0 | -1 |
| 50 | ART - ELEMENTARY | 1 | 0 | 0 | -1 |

**Current Recommendation Details:**

**Summary New Construction:**
Added NSF (0), Added Stations (0), Cost ($0)
**Summary Remodeling:**
Removed NSF (680), Added NSF (0), Difference NSF (680), Percent (100%), Removed Stations (22), Added Stations (0), Cost ($69,360)
**Summary Renovation:**
Renovated NSF (0), Renovated Stations (0), Cost ($0)

| | Priority Year | Parcel | Bldg | Construction Type | Description | | Total NSF | Station Count +/- | Total Cost | Cost per NSF | Cost per Station | Appears On PPL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| del edit | 2011 - 2012 | 15 | 99 | Remodeling | Removed NSF (680), Added NSF (0), Difference NSF (680), Percent (100%), Removed Stations (22), Added ... | View | -680 | -22 | $69,360 | $102 | $0 | |

* For New Construction: Total NSF includes the NSF of the related spaces of the provided Design

Add New Detail | Return to Recommendation

EFIS Home

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Facility Recommendations

**User:** wayne [Edit Profile]
Logout

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change In COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

Facility Recommendations

Facility: CHATTAHOOCHEE ELEMENTARY

Add New Facility

Address: MAPLE STREET

City: CHATTAHOOCHEE

**Projected Student Membership**

PK-3: 127 4-8: 72 9-12: 0

**Recommendation Classifications:**

Capital Outlay: 1 - SCHOOL RECOMMENDED FOR C

Facility Use: 4 - ELEMENTARY

Low Grade: PK - PRE-K E S E

High Grade: 06 - GRADE 6

District Comment: District wide recommendations will cover maintenance and general upkeep of facility.

Survey Comment: Removing relocatables to surplus.

**Site Improvements:**

| Improvement | Amount | Description |
|---|---|---|
| Parking | 0 | Cost to add additional parking spaces |
| Student Loading Zone | 0 | Cost to expand student loading zone |
| Site Expansion | 0 | Cost to expand school site |
| Site Development | 0 | Cost to develop site for use |
| Correct Drainage | 0 | Cost to correct drainage problems |
| Other | 0 | All other expenditures not defined by an above category |
| New Sites | 0 | The cost to purchase the land for a new site |
| Covered Walkways | 0 | Cost for additional covered walkways |

Save Details | Reset Details | Return to Survey

Student Membership | View Recommendation Details

**Created:** *Violet Brown 9/30/2011 8:23:18 AM*

**Updated:** *Violet Brown 9/30/2011 8:33:32 AM*

Five Year Work Plan

Project Tracking

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Recommendation Details

**User:** wa

Survey Listing

Facility: CHATTAHOOCHEE ELEMENTARY

**Recommendation Suggestions:**

| Design | Description | Facility Use Spaces | Spaces in FISH | Spaces Recommended in Survey +/- | Difference |
|---|---|---|---|---|---|
| 1 | PRIMARY CLASSROOM (K-3) | 21 | 12 | -1 | -10 |
| 2 | INTERMEDIATE/MIDDLE CLASSROOM (4-8) | 14 | 12 | -1 | -3 |
| 10 | PRIMARY SKILLS LAB (K-3) | 3 | 0 | 0 | -3 |
| 11 | INTERMEDIATE/MIDDLE SKILLS LAB (4-8) | 1 | 0 | 0 | -1 |
| 13 | ELEMENTARY P E STORAGE | 1 | 0 | 0 | -1 |
| 14 | ELEMENTARY COVERED PLAY AREA | 1 | 0 | 1 | 0 |
| 20 | INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) | 1 | 0 | 0 | -1 |
| 40 | RESOURCE ROOM | 5 | 1 | 0 | -4 |
| 50 | ART - ELEMENTARY | 2 | 1 | 0 | -1 |
| 55 | MUSIC - ELEMENTARY | 2 | 1 | 0 | -1 |

**Current Recommendation Details:**

**Summary New Construction:**
Added NSF (1700), Added Stations (0), Cost ($304,300)
**Summary Remodeling:**
Removed NSF (1639), Added NSF (0), Difference NSF (1639), Percent (100%), Removed Stations (40), Added Stations (0), Cost ($134,398)
**Summary Renovation:**
Renovated NSF (0), Renovated Stations (0), Cost ($0)

| | Priority Year | Parcel | Bldg | Construction Type | Description | Total NSF | Station Count +/- | Total Cost | Cost per NSF | Cost per Station | Apply On PI |
|---|---|---|---|---|---|---|---|---|---|---|---|
| del edit | 2012 - 2013 | | | New Construction | New Construction Adding 1 unit of ELEMENTARY COVERED PLAY AREA (1700 NSF) | View 1,700 | 0 | $304,300 | $179 | $0 | |
| del edit | 2011 - 2012 | 9 | 98 | Remodeling | Removed NSF (864), Added NSF (0), Difference NSF (864), Percent (100%), Removed Stations (22), Added ... | View -864 | -22 | $70,848 | $82 | $0 | |
| del edit | 2011 - 2012 | 9 | 99 | Remodeling | Removed NSF (775), Added NSF (0), Difference NSF (775), | View -775 | -18 | $63,550 | $82 | $0 | |

* For New Construction: Total NSF includes the NSF of the related spaces of the provided Design

Add New Detail | Return to Recommendation

EFIS Home

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Facility Recommendations

User: wayne [Edit Profile]
Logout

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change In COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

Facility Recommendations

Facility: GRETNA ELEMENTARY

Add New Facility

Address: 34 HIGHWAY 90 W

City: GRETNA

**Projected Student Membership**

PK-3: 222 4-8: 64 9-12: 0

**Recommendation Classifications:**

Capital Outlay: 2 - SCHOOL CONDITIONALLY RECC

Facility Use: 4 - ELEMENTARY

Low Grade: PK - PRE-K E S E

High Grade: 05 - GRADE 5

District Comment:

```
District wide recommendations will cover
maintenance and general upkeep of facility.
```

Survey Comment:

```
Remove relocatables to surplus.
```

**Site Improvements:**

| Improvement | Amount | Description |
|---|---|---|
| Parking | 0 | Cost to add additional parking spaces |
| Student Loading Zone | 0 | Cost to expand student loading zone |
| Site Expansion | 0 | Cost to expand school site |
| Site Development | 0 | Cost to develop site for use |
| Correct Drainage | 0 | Cost to correct drainage problems |
| Other | 0 | All other expenditures not defined by an above category |
| New Sites | 0 | The cost to purchase the land for a new site |
| Covered Walkways | 0 | Cost for additional covered walkways |

Save Details | Reset Details | Return to Survey

Student Membership | View Recommendation Details

**Created:** *Violet Brown 9/30/2011 8:23:20 AM*

**Updated:** *Violet Brown 9/30/2011 8:37:17 AM*

Five Year Work Plan

Project Tracking

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Recommendation Details

**User:** wa

Survey Listing 23

Facility: GRETNA ELEMENTARY

**Recommendation Suggestions:**

| Design | Description | Facility List Spaces | Spaces in FISH | Spaces Recommended by Survey +/- | Difference |
|---|---|---|---|---|---|
| 1 | PRIMARY CLASSROOM (K-3) | 21 | 16 | -2 | -7 |
| 2 | INTERMEDIATE/MIDDLE CLASSROOM (4-8) | 14 | 8 | 0 | -6 |
| 10 | PRIMARY SKILLS LAB (K-3) | 3 | 1 | 0 | -2 |
| 11 | INTERMEDIATE/MIDDLE SKILLS LAB (4-8) | 1 | 0 | 0 | -1 |
| 13 | ELEMENTARY P E STORAGE | 1 | 0 | 0 | -1 |
| 14 | ELEMENTARY COVERED PLAY AREA | 1 | 0 | 1 | 0 |
| 20 | INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) | 1 | 0 | 0 | -1 |
| 21 | INTERMEDIATE/MIDDLE SCIENCE LAB (4-8) | 1 | 0 | 0 | -1 |
| 40 | RESOURCE ROOM | 6 | 1 | 0 | -5 |
| 50 | ART - ELEMENTARY | 2 | 1 | 0 | -1 |

**Current Recommendation Details:**

**Summary New Construction:**
Added NSF (1700), Added Stations (0), Cost ($304,300)
**Summary Remodeling:**
Removed NSF (1745), Added NSF (0), Difference NSF (1745), Percent (100%), Removed Stations (36), Added Stations (0), Cost ($143,090)
**Summary Renovation:**
Renovated NSF (0), Renovated Stations (0), Cost ($0)

| | Priority Year | Parcel | Bldg | Construction Type | Description | | Total NSF | Station Count +/- | Total Cost | Cost per NSF | Cost per Station | Appe On Pl |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| del edit | 2010 - 2011 | | | New Construction | New Construction Adding 1 unit of ELEMENTARY COVERED PLAY AREA (1700 NSF) | View | 1,700 | 0 | $304,300 | $179 | $0 | |
| del edit | 2011 - 2012 | 10 | 98 | Remodeling | Removed NSF (828) Added NSF (0), Difference NSF (828), Percent (100%), Removed Stations (18) Added ... | View | -828 | -18 | $67,896 | $82 | $0 | |
| del edit | 2011 - 2012 | 10 | 98 | Remodeling | Removed NSF (917) Added NSF (0), Difference NSF (917) | View | -917 | -18 | $75,194 | $82 | $0 | |

* For New Construction: Total NSF includes the NSF of the related spaces of the provided Design

Add New Detail | Return to Recommendation

EFIS Home

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Facility Recommendations

User: wayne [Edit Profile]
Logout

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change in COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

Facility Recommendations

Facility: JAMES A SHANKS MIDDLE SCHOOL

Add New Facility

Address: 1400 W KING STREET

City: QUINCY

**Projected Student Membership**

PK-3: 0 4-8: 544 9-12: 0

District Comment:

Removing relocatables to surplus.

Survey Comment:

**Recommendation Classifications:**

| | |
|---|---|
| Capital Outlay: | 1 - SCHOOL RECOMMENDED FOR ( |
| Facility Use: | 5 - MIDDLE |
| Low Grade: | 06 - GRADE 6 |
| High Grade: | 08 - GRADE 8 |

**Site Improvements:**

| Improvement | Amount | Description |
|---|---|---|
| Parking | 0 | Cost to add additional parking spaces |
| Student Loading Zone | 0 | Cost to expand student loading zone |
| Site Expansion | 0 | Cost to expand school site |
| Site Development | 0 | Cost to develop site for use |
| Correct Drainage | 0 | Cost to correct drainage problems |
| Other | 0 | All other expenditures not defined by an above category |
| New Sites | 0 | The cost to purchase the land for a new site |
| Covered Walkways | 0 | Cost for additional covered walkways |

Save Details | Reset Details | Return to Survey

Student Membership | View Recommendation Details

**Created:** *Violet Brown 9/30/2011 8:23:23 AM*

**Updated:** *Violet Brown 9/30/2011 8:39:25 AM*

Five Year Work Plan

Project Tracking

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Recommendation Details

User: w

Survey Listing

Facility: JAMES A SHANKS MIDDLE SCHOOL

**Recommendation Suggestions:**

| Design | Description | Facility List Spaces | Spaces in FISH | Spaces Recommended in Survey # | Difference |
|---|---|---|---|---|---|
| 2 | INTERMEDIATE/MIDDLE CLASSROOM (4-8) | 25 | 28 | -5 | -2 |
| 11 | INTERMEDIATE/MIDDLE SKILLS LAB (4-8) | 3 | 4 | 0 | 1 |
| 20 | INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) | 4 | 2 | 0 | -2 |
| 21 | INTERMEDIATE/MIDDLE SCIENCE LAB (4-8) | 1 | 7 | 0 | 6 |
| 40 | RESOURCE ROOM | 4 | 2 | 0 | -2 |
| 51 | ART - MIDDLE | 1 | 1 | 0 | 0 |
| 61 | E S E PART-TIME | 2 | 0 | 0 | -2 |
| 62 | E S E FULL-TIME | 2 | 0 | 0 | -2 |
| 65 | E S E RESOURCE | 3 | 1 | 0 | -2 |
| 66 | E S E SUPPLEMENTARY INSTRUCTION | 2 | 0 | 0 | -2 |

**Current Recommendation Details:**

**Summary New Construction:**
Added NSF (0), Added Stations (0), Cost ($0)
**Summary Remodeling:**
Removed NSF (6589), Added NSF (0), Difference NSF (6589), Percent (100%), Removed Stations (140), Added Stations (0), Cost ($705,023)
**Summary Renovation:**
Renovated NSF (136878), Renovated Stations (1183), Cost ($100,000)

| | Priority Year | Parcel | Bldg | Construction Type | Description | Total NSF * | Station Count +/- | Total Cost | Cost per NSF | Cost per Station | Apply On F |
|---|---|---|---|---|---|---|---|---|---|---|---|
| del edit | 2011 - 2012 | 14 | 99 | Remodeling | Removed NSF (6589) Added NSF (0) Difference NSF (6589) Percent (100%) Removed Stations (140), Ad ... | View -6,589 | -140 | $705,023 | $107 | $0 | |
| del edit | 2011 - 2012 | | | Renovation | Renovating Apply Windows to the entire facility JAMES A SHANKS MIDDLE SCHOOL | View 136,878 | 0 | $100,000 | $1 | $0 | |

* For New Construction: Total NSF includes the NSF of the related spaces of the provided Design

Add New Detail | Return to Recommendation

EFIS Home

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Facility Recommendations

**User:** wayne [Edit Profile]
Logout

FISH

Five Year Survey

- Five Year Survey User Manual
- Facility Lists
  - View Facility Lists
  - Add Facility List
- Surveys
  - View Surveys
  - Add Survey
- Project Priority Lists
  - View Project Priority Lists
  - Create a Project Priority List
- Reports
  - FISH Detail Report
  - Survey FISH Compare Report
  - Facility List Report
  - Survey Check Report
  - Student Membership Summary Report
  - Financial Summary Report
  - Recommendation Report
  - Change In COFTE
  - Project Priority List
  - Districtwide Recommendations
  - Whole Survey Report

Facility Recommendations

Facility: STEWART STREET ELEMENTARY

Address: S STEWART STREET

City: QUINCY

**Projected Student Membership**

PK-3: 369 4-8: 154 9-12: 0

District Comment:

Removing relocatable to surplus.

Survey Comment:

Add New Facility

**Recommendation Classifications:**

| | |
|---|---|
| Capital Outlay: | 1 - SCHOOL RECOMMENDED FOR C |
| Facility Use: | 4 - ELEMENTARY |
| Low Grade: | PK - PRE-K E S E |
| High Grade: | 05 - GRADE 5 |

**Site Improvements:**

| Improvement | Amount | Description |
|---|---|---|
| Parking | 0 | Cost to add additional parking spaces |
| Student Loading Zone | 0 | Cost to expand student loading zone |
| Site Expansion | 0 | Cost to expand school site |
| Site Development | 0 | Cost to develop site for use |
| Correct Drainage | 0 | Cost to correct drainage problems |
| Other | 0 | All other expenditures not defined by an above category |
| New Sites | 0 | The cost to purchase the land for a new site |
| Covered Walkways | 0 | Cost for additional covered walkways |

Save Details | Reset Details | Return to Survey

Student Membership | View Recommendation Details

**Created:** *Violet Brown 9/30/2011 8:23:22 AM*

**Updated:** *Violet Brown 9/30/2011 8:41:15 AM*

Five Year Work Plan

Project Tracking

**GADSDEN COUNTY SCHOOL DISTRICT**
**Survey Number: 3 Version: 2**

Survey - Recommendation Details

User: wayne

Survey Listing

Facility: STEWART STREET ELEMENTARY

**Recommendation Suggestions:**

| Design | Description | Facility List Spaces | Spaces in FISH | Spaces Recommended in Survey * | Difference |
|---|---|---|---|---|---|
| 1 | PRIMARY CLASSROOM (K-3) | 21 | 28 | -1 | 6 |
| 2 | INTERMEDIATE/MIDDLE CLASSROOM (4-8) | 14 | 12 | 0 | -2 |
| 10 | PRIMARY SKILLS LAB (K-3) | 3 | 1 | 0 | -2 |
| 11 | INTERMEDIATE/MIDDLE SKILLS LAB (4-8) | 1 | 0 | 0 | -1 |
| 13 | ELEMENTARY P E STORAGE | 1 | 0 | 0 | -1 |
| 14 | ELEMENTARY COVERED PLAY AREA | 1 | 1 | 1 | 1 |
| 20 | INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8) | 1 | 0 | 0 | -1 |
| 21 | INTERMEDIATE/MIDDLE SCIENCE LAB (4-8) | 1 | 0 | 0 | -1 |
| 40 | RESOURCE ROOM | 6 | 0 | 0 | -6 |
| 50 | ART - ELEMENTARY | 2 | 1 | 0 | -1 |

**Current Recommendation Details:**

**Summary New Construction:**
Added NSF (2820), Added Stations (0), Cost ($504,780)
**Summary Remodeling:**
Removed NSF (805), Added NSF (0), Difference NSF (805), Percent (100%), Removed Stations (18), Added Stations (0), Cost ($66,010)
**Summary Renovation:**
Renovated NSF (0), Renovated Stations (0), Cost ($0)

| | Priority Year | Parcel | Bldg | Construction Type | Description | | Total NSF * | Station Count * | Total Cost | Cost per NSF | Cost per Station | Appears On PPL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| del edit | 2010 - 2011 | | | New Construction | New Construction Adding 1 unit of ELEMENTARY COVERED PLAY AREA (2820 NSF) | View | 2,820 | 0 | $504,780 | $179 | $0 | |
| del edit | 2011 - 2012 | 12 | 99 | Remodeling | Removed NSF (805), Added NSF (0), Difference NSF (805), Percent (100%), Removed Stations (18), Added ... | View | -805 | -18 | $66,010 | $82 | $0 | |

* For New Construction: Total NSF includes the NSF of the related spaces of the provided Design

Add New Detail | Return to Recommendation

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10b

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Declaration of Restrictive Covenant

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board approval of the Declaration of Restrictive Covenant that will be issued by the Florida Department of Environmental Protection. It will be managed by the Facilities Department. This is the final piece of the close out documents for the replacement of underground storage tanks at Transportation. It places special restrictions on 1,080 square feet of the property that had soil contamination on it when the tanks were replaced.

**FUND SOURCE:** not applicable

**AMOUNT:** not applicable

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

__one__ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered not applicable

CHAIRMAN'S SIGNATURE: page(s) number six of the Declaration

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

This instrument prepared by:
Jim Stidham & Associates, Inc.
547 North Monroe Street, Suite 201
Tallahassee, Florida 32301

## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 20____, by The School Board of Gadsden County, Florida, being located at 35 Martin Luther King Jr. Boulevard, Quincy, Florida 32351, (hereinafter GRANTOR) and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Gadsden, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part thereof (hereinafter the "Property");

B. The FDEP Facility Identification Number for the Property is 208628074. The facility name at the time of this Declaration is the Gadsden County Vehicle Maintenance Facility. This Declaration addresses the discharge reported to FDEP on August 10, 2009;

C. Petroleum impacted soil was discovered during the closure of one (1) 12,000-gallon capacity vehicular diesel underground storage tank ("UST") in August 2009. Petroleum impacted soil at the Property was first reported in a Tank Closure Assessment Report dated October 6, 2009. A Site Assessment Report ("SAR") and a Site Assessment Report Addendum ("SARA") detailing the assessment of impacted media at the Property in accordance with Chapter 62-770, Florida Administrative Code were submitted in December 2009 and June 2010, respectively. The SAR and SARA concluded that the requirements for No Further Action with engineering and/or institutional controls, pursuant to Rule 62-770.680, FAC had been satisfied for the Property, and impacts by petroleum products were limited to soil, only. The petroleum impacted soil was confined to a small area around the abandoned southern UST, within the Property, and

beneath existing impermeable cover. The FDEP approved the SAR and SARA in a letter dated September 8, 2010. The FDEP SAR approval letter requested the preparation and submittal of a draft restrictive covenant and supporting documentation for the Property. The discharge of petroleum products on the Property is documented in the following reports that are incorporated by reference:

1. Tank Closure Report dated October 6, 2009, submitted by Jim Stidham & Associates, Inc.; and
2. Site Assessment Report dated December 11, 2009, submitted by Jim Stidham & Associates, Inc.; and
3. Site Assessment Report Addendum dated June 24, 2010, submitted by Jim Stidham & Associates, Inc.; and
4. Engineering Control Implementation Plan dated November 17, 2010, submitted by Jim Stidham & Associates, Inc.

D. The reports noted in Recital C set forth the nature and extent of the contamination on the Property. These reports confirm that contaminated soil as defined by Chapter 62-770, Florida Administrative Code, exists on the Property. Also, these reports demonstrate that investigation of groundwater at the Property was not warranted based on the results of direct leachability testing, site lithology, and depth to groundwater at the Property.

E. It is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with conditions (hereinafter "Order") upon recordation of this Declaration and the FDEP can unilaterally revoke the Order if the conditions of the Declaration or of the Order are not met. Additionally, in the event concentrations of petroleum products' chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the appropriate FDEP rules. The Order relating to FDEP Facility No. 208628074, is on file with the FDEP Northwest District Office, located at 160 Governmental Center, Suite 308, Pensacola, Florida 32502-5794;

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and changes, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on that Portion of the Property the following restrictions:

    a. The area of soil contamination located on that Portion of the Property, as further described in Exhibit B as the Restricted Area", shall be permanently covered and maintained with an impervious material, building slabs/foundations, asphalt and/or concrete pavement, that prevents human exposure and limits water infiltration herein after referred to as the Engineering Control. An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed, "See Exhibit C".

    b. Excavation and construction below ground surface is not prohibited within that Portion of the Property provided any contaminated soils that are excavated are removed and properly disposed pursuant to Chapter 62-770, Florida Administrative Code (or subsequent contamination site cleanup criteria rule[s]) and any other applicable local, state, and federal requirements. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside that Portion of the Property.

3. For the purpose of monitoring the restrictions contained herein, FDEP or its respective successors and assigns shall have site access to the Property at reasonable times and with reasonable notice to the GRANTOR and its successors and assigns.

4. It is the intention of GRANTOR that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with

the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR, and to FDEP, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP its successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR, its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. The Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR, its successors and assigns and the FDEP, its successors and assigns as provided in paragraph 6 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

5. In order to ensure the perpetual nature of these restrictions, GRANTOR, its successors and assigns, shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

6. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the county land records. To receive prior approval from the FDEP to remove any requirements herein cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP or their respective successors and assigns, and be recorded by GRANTOR or its successors and assigns as an amendment hereto.

7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the validity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

8. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has

good right to create, establish and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that would be superior to the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, The School Board of Gadsden County has executed this instrument, this ____day of _____, 20____.

Signed, sealed and delivered in the presence of:

_____ Of: The School Board of Gadsden County, Florida
GRANTOR SIGNATURE
Print Name: _____ Its: Chairman

_____
(Address)

_____ Date: _____
Witness
Print Name: _____

_____ Date: _____
Witness
Print Name: _____

STATE OF _____)

COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by_____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No._____

Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this___ day of_____, 20____.

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Print Name: _____

District Director
Northwest District
160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Witness:_____Date:_____
Print Name: _____

Witness:_____Date:_____
Print Name: _____

STATE OF _____)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this____ day of_____, 20____, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public

Commission No._____

Commission Expires: _____

# EXHIBIT A

**Legal Description:**
The following legal description was provided on the Boundary Survey conducted on October 19, 2010 conducted by Thomas P. Skipper (Florida License Number LS3031). Survey File #: 79-122.

A parcel of land lying in the Northeast one quarter of the Northeast one quarter of Section 13, Township 2 North, Range 4 West, Quincy, Gadsden County, Florida more particularly described by metes and bounds as follows:

BEGIN at the Southwest intersection of martin Luther King Jr. Boulevard (50 foot right of way) and Stewart Street (50 foot right of way), said point being 24.94 feet South and 28.78 feet West of the Northeast corner of said Section 13 and run;

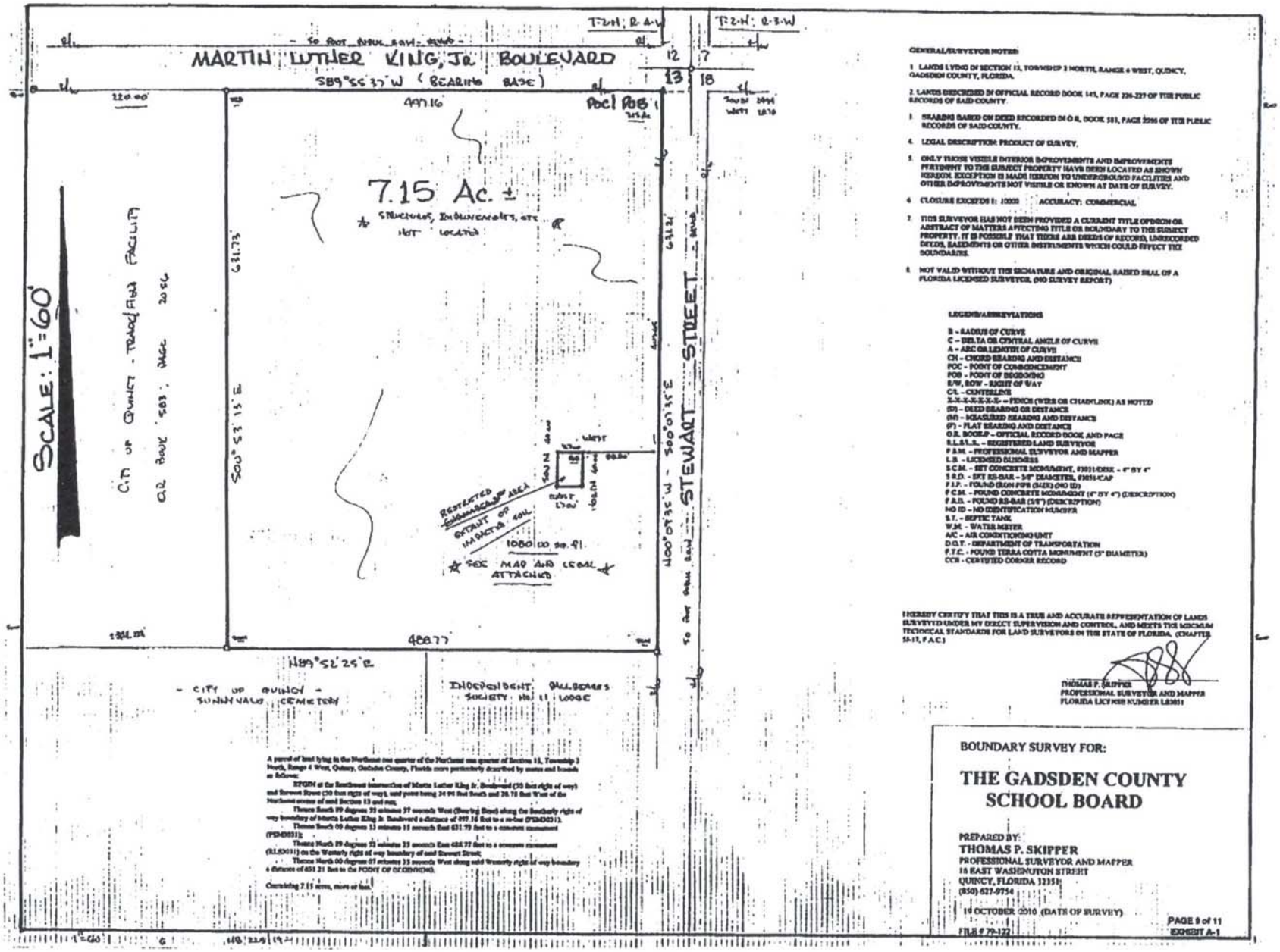
Thence South 89 degrees 55 minutes 37 seconds West (Bearing Base) along the Southerly right of way boundary of Martin Luther King Jr. Boulevard a distance of 497.16 feet to a re-bar (PSM3031);

Thence South 00 degrees 53 minutes 13 seconds East 631.73 feet to a concrete monument (PSM3031);

Thence North 89 degrees 52 minutes 25 seconds East 488.77 feet to a concrete monument (RLS3031) on the Westerly right of way boundary of said Stewart Street;

Thence North 00 degrees 07 minutes 35 seconds West along said Westerly right of way boundary a distance of 631.21 feet to the POINT OF BEGINNING.

Containing 7.15 acres, more or less.




GENERAL/SURVEYOR NOTES:

1. LANDS LYING IN SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 WEST, QUINCY, GADSDEN COUNTY, FLORIDA.
2. LANDS DESCRIBED IN OFFICIAL RECORD BOOK 145, PAGE 226-227 OF THE PUBLIC RECORDS OF SAID COUNTY.
3. BEARING BASED ON DEED RECORDED IN O.R. BOOK 583, PAGE 2056 OF THE PUBLIC RECORDS OF SAID COUNTY.
4. LEGAL DESCRIPTION PRODUCT OF SURVEY.
5. ONLY THOSE VISIBLE INTERIOR IMPROVEMENTS AND IMPROVEMENTS PERTINENT TO THE SUBJECT PROPERTY HAVE BEEN LOCATED AS SHOWN HEREON. EXCEPTION IS MADE HEREON TO UNDERGROUND FACILITIES AND OTHER IMPROVEMENTS NOT VISIBLE OR KNOWN AT DATE OF SURVEY.
6. CLOSURE EXCEEDS 1: 10000 ACCURACY: COMMERCIAL
7. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD EFFECT THE BOUNDARIES.
8. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR. (NO SURVEY REPORT)

LEGEND/ABBREVIATIONS

R - RADIUS OF CURVE
C - DELTA OR CENTRAL ANGLE OF CURVE
A - ARC OR LENGTH OF CURVE
CH - CHORD BEARING AND DISTANCE
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
R/W, ROW - RIGHT OF WAY
C/L - CENTERLINE
X-X-X-X-X-X- - FENCE (WIRE OR CHAINLINK) AS NOTED
(D) - DEED BEARING OR DISTANCE
(M) - MEASURED BEARING AND DISTANCE
(P) - PLAT BEARING AND DISTANCE
O.R. BOOK/P - OFFICIAL RECORD BOOK AND PAGE
R.L.S./L.B. - REGISTERED LAND SURVEYOR
P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
L.B. - LICENSED BUSINESS
S.C.M. - SET CONCRETE MONUMENT, FDOT/DESC - 4" BY 4"
S.R.D. - SET RE-BAR - 3/8" DIAMETER, #3054/CAP
F.I.P. - FOUND IRON PIPE (SIZE) (NO ID)
F.C.M. - FOUND CONCRETE MONUMENT (4" BY 4") (DESCRIPTION)
F.R.B. - FOUND RE-BAR (5/8") (DESCRIPTION)
NO ID - NO IDENTIFICATION NUMBER
S.T. - SEPTIC TANK
W.M. - WATER METER
A/C - AIR CONDITIONING UNIT
D.O.T. - DEPARTMENT OF TRANSPORTATION
F.T.C. - FOUND TERRA COTTA MONUMENT (5" DIAMETER)
CCR - CERTIFIED CORNER RECORD

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF LANDS SURVEYED UNDER MY DIRECT SUPERVISION AND CONTROL, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA. (CHAPTER 5J-17, F.A.C.)

THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS5051

A parcel of land lying in the Northeast one quarter of the Northeast one quarter of Section 12, Township 3 North, Range 4 West, Quincy, Gadsden County, Florida more particularly described by metes and bounds as follows:

BEGIN at the Southwest intersection of Martin Luther King Jr. Boulevard (70 foot right of way) and Stewart Street (30 foot right of way), said point being 34.94 feet South and 30.70 feet West of the Northeast corner of said Section 12 and run;

Thence South 89 degrees 55 minutes 37 seconds West (Bearing Base) along the Southerly right of way boundary of Martin Luther King Jr. Boulevard a distance of 697.16 feet to a re-bar (FDOT);

Thence South 00 degrees 53 minutes 15 seconds East 631.73 feet to a concrete monument (FDOT);

Thence North 89 degrees 52 minutes 25 seconds East 488.77 feet to a concrete monument (R.L.S.5051) on the Westerly right of way boundary of said Stewart Street;

Thence North 00 degrees 07 minutes 35 seconds West along said Westerly right of way boundary a distance of 631.21 feet to the POINT OF BEGINNING.

Containing 7.15 acres, more or less.

BOUNDARY SURVEY FOR:

**THE GADSDEN COUNTY SCHOOL BOARD**

PREPARED BY:
THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
16 EAST WASHINGTON STREET
QUINCY, FLORIDA 32351
(850) 627-9754

10 OCTOBER 2010 (DATE OF SURVEY)

FILE # 79-122

PAGE 9 of 11
EXHIBIT A-1

*Thomas P. Skipper*
*Professional Surveyor and Mapper*
*16 East Washington Street*
*Quincy, Florida 32351*
*(850) 627-9754*

October 14, 2010
Legal Description for Gadsden County School Board
"Area to be Encumbered" at Gadsden County Vehicle Maintenance Facility
1080.0 Square Feet

The extant of impacted soil lying in the Northeast one quarter of the Northeast one quarter of Section 13, Township 2 North, Range 4 West, Quincy, Gadsden County, Florida more particularly described by metes and bounds as follows:

Commence at the Southwest intersection of Martin Luther King Jr. Boulevard (50 foot right of way) and Stewart Street (50 foot right of way), said point being 24.94 feet South and 28.78 feet West of the Northeast corner of said Section 13 and run;

Thence South 00 degrees 07 minutes 35 seconds East along the Westerly right of way boundary of said Stewart Street a distance of 405.65 feet to a point;

Thence West 88.80 feet to a point for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue West 27.00 feet to a point;

Thence South 40.00 feet to a point;

Thence East 27.00 feet to a point;

Thence North 40.00 feet to the POINT OF BEGINNING.

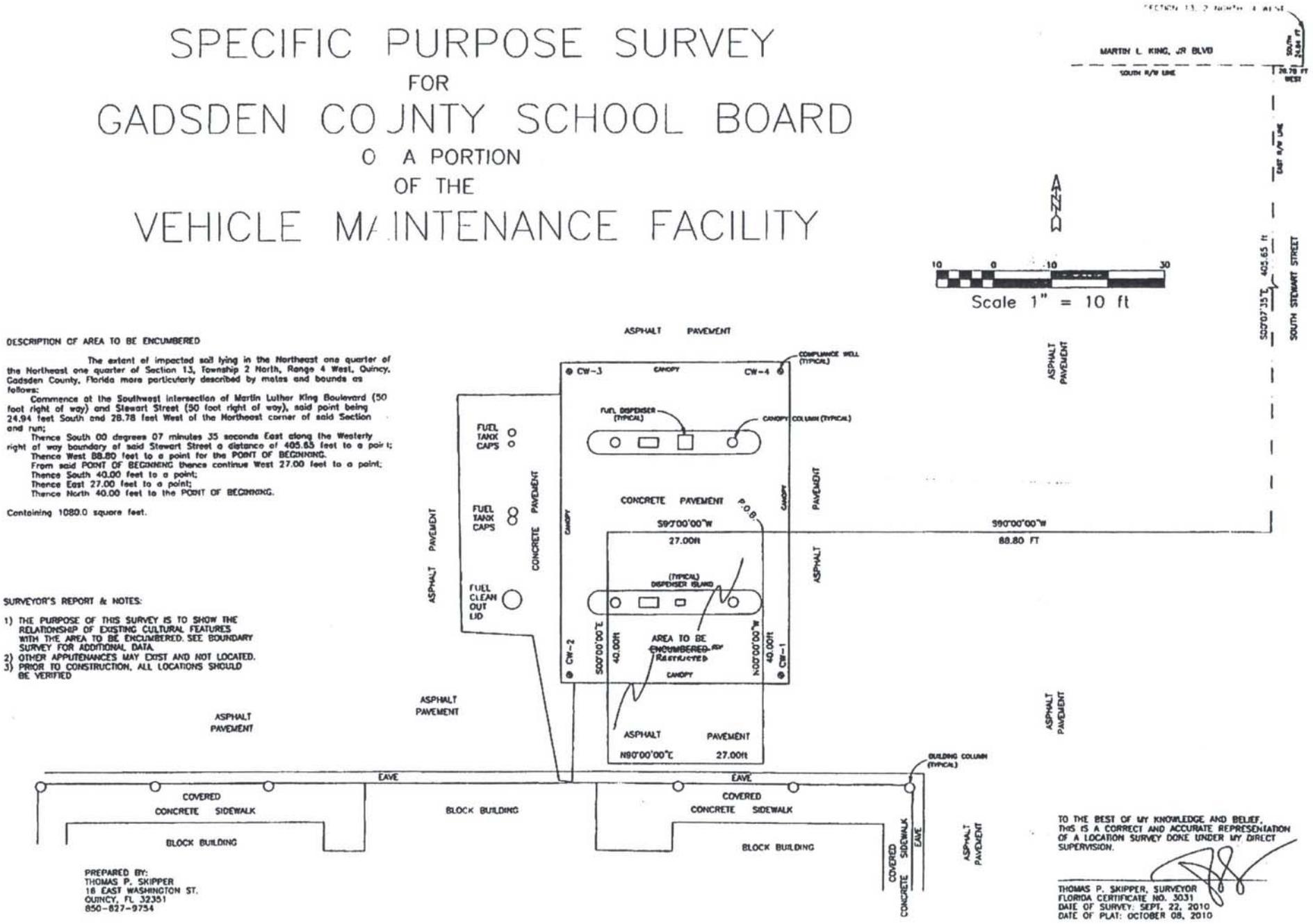
Containing 1080.0 square feet.

THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS3031

79-122

PAGE 10 of 11
EXHIBIT B

# SPECIFIC PURPOSE SURVEY
FOR
# GADSDEN CO JNTY SCHOOL BOARD
O A PORTION
OF THE
# VEHICLE M/.INTENANCE FACILITY




DESCRIPTION OF AREA TO BE ENCUMBERED

The extent of impacted soil lying in the Northeast one quarter of the Northeast one quarter of Section 13, Township 2 North, Range 4 West, Quincy, Gadsden County, Florida more particularly described by metes and bounds as follows:

Commence at the Southwest intersection of Martin Luther King Boulevard (50 foot right of way) and Stewart Street (50 foot right of way), said point being 24.94 feet South and 28.78 feet West of the Northeast corner of said Section and run;
Thence South 00 degrees 07 minutes 35 seconds East along the Westerly right of way boundary of said Stewart Street a distance of 405.65 feet to a point;
Thence West 88.80 feet to a point for the POINT OF BEGINNING.
From said POINT OF BEGINNING thence continue West 27.00 feet to a point;
Thence South 40.00 feet to a point;
Thence East 27.00 feet to a point;
Thence North 40.00 feet to the POINT OF BEGINNING.

Containing 1080.0 square feet.

SURVEYOR'S REPORT & NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SHOW THE RELATIONSHIP OF EXISTING CULTURAL FEATURES WITH THE AREA TO BE ENCUMBERED. SEE BOUNDARY SURVEY FOR ADDITIONAL DATA.
2) OTHER APPURTENANCES MAY EXIST AND NOT LOCATED.
3) PRIOR TO CONSTRUCTION, ALL LOCATIONS SHOULD BE VERIFIED

PREPARED BY:
THOMAS P. SKIPPER
18 EAST WASHINGTON ST.
QUINCY, FL 32351
850-627-9754

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS IS A CORRECT AND ACCURATE REPRESENTATION OF A LOCATION SURVEY DONE UNDER MY DIRECT SUPERVISION.

THOMAS P. SKIPPER, SURVEYOR
FLORIDA CERTIFICATE NO. 3031
DATE OF SURVEY: SEPT. 22, 2010
DATE OF PLAT: OCTOBER 08, 2010

PAGE 11 of 11
EXHIBIT B-1

# EXHIBIT C

## ENGINEERING CONTROL MAINTENANCE PLAN:

In order to insure that the engineering controls proposed for this site are managed and maintained in a manner that will permanently protect the public and employees from contact with contaminated soils and prevent surface water infiltration, the following Best Management Practices are proposed:

- **Prohibition of Excavation, Digging or Subsurface Exposure:**
  No excavation activities below 4 feet BLS will be allowed within the Restricted Area, without prompt notice to FDEP. If it is determined that there is a need for excavation, trenching, digging, soil removal, or other activities that may result in damage to the impervious cover, or exposure of workers to contaminated soils, the Owner will notify FDEP in writing as soon as possible prior to construction. The Owner will provide a plan describing the means to properly identify, handle, transport and dispose of any potentially contaminated soils encountered. Additionally, the plan will document the methods proposed for repair of the impervious cover.

  If emergency excavation or trenching is necessary within the encumbered area in soils below 4 feet BLS, excavated soils from below 4 feet BLS will be stockpiled on visqueen or other impermeable surface and covered with visqueen to prevent infiltration by rainwater. Berming or a similar precaution will be utilized if necessary to prevent runoff from the soil pile while the soil awaits disposal. The Owner will contact FDEP as soon as practical and provide details of proposed screening, handling, transportation, and disposal of potentially contaminated soils.

- **Inspection and Maintenance:**
  The Restricted Area must be maintained free of holes, cracks, depressions, or other features that could allow seepage of rainwater or surface water runoff into the subsurface within the boundaries of the Restricted Area. Impervious cover over the Restricted Area must be inspected once each year by the Owner to verify that the cover is maintaining its impervious properties. The areas under concrete and asphalt must be visually inspected for cracks, crevices, broken media, depressions or other conditions or features that could allow seepage of surface water into the subsurface. Any areas of the concrete or asphalt in which wiring, piping, plumbing or other utilities penetrate to serve mechanical, electrical or other systems must be inspected for cracks or gaps in the cover at the penetration point. Any cracks, holes, gaps or other imperfections must be immediately patched with asphalt, tar, grout or some other similar material to repair the imperfection and restore the impervious properties of the cover. Protruding or emerging vegetation must be removed and any cracks or breaks in the cover must be sealed to inhibit seepage of surface water through the cracks.

- **Placarding:**
  At least two (2) placards or signs must be placed within site of the Restricted Area to inform workers and/or employees of the "no-dig" zone. Additionally, the placards must give an after-hours contact number for contractors or employees to call if maintenance, emergency repairs, or other activities are necessary within the Restricted Area.

- **Training:**
  The property owner will designate two individuals as points of contact regarding digging restrictions and inspection/maintenance procedures. Any employees that will potentially be involved in utility, plumbing, mechanical, drainage, or other system maintenance at the site should be informed of the no-dig restrictions and periodically provided additional reminders of the nature of the Restricted Area and restrictions on any activities that could either damage the impervious cover or expose workers or the public to contaminated soils.

## SUMMARY SHEET

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 10c

**DATE OF SCHOOL BOARD MEETING: October 25, 2011**

**TITLE OF AGENDA ITEM: Bleacher Bid # 1112-09**

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM: For School Board approval of lowest and best quote/bid for (seating) bleachers at West Gadsden High's new athletic fields.**

**FUND SOURCE:** 379

**AMOUNT:** $24,635.00

**PREPARED BY:** Wayne Shepard

**POSITION:** Director of Facilities

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

Seating Constructors USA, Inc.
2347 Circuit Way
Brooksville, FL 34604
727.539.1017 Fax # 352.799.0308
SeatingUSA.com Sales@SeatingUSA.com

# Quote

| Date | Quote # |
|---|---|
| 9/27/2011 | 1109-12 R1 |

| Bill To | |
|---|---|
| Gadsden County School Board<br>35 Martin Luther King, Jr. Blvd.<br>Quincy, FL 32351 | |
| Contact: | Wayne Shepard |
| Contact Phone | 850-627-9888 |
| Contact Email | shepardw@mail.gcps.k12.fl.us |

| Ship To | |
|---|---|
| West Gadsden High School<br>200 Providence Rd<br>Greensboro, FL 32351 | |
| Contact | Wayne Shepherd |
| Contact Phone | 850-545-7918 |
| Contact Email | shepardw@mail.gcps.k12.fl.us |

| Qty | Description | Unit Price | Total |
|---|---|---|---|
| | BID # 1112-09 | | |
| 7 | B. 5 rows x 21' non-elevated angle frame bleacher | 2,800.00 | 19,600.00 |
| 7 | Assembly/installation - per bleacher | 700.00 | 4,900.00 |
| | School Board of Brevard Co. contract related discount | -560.00 | -560.00 |
| 1 | Freight charge | 695.00 | 695.00 |
| | This quote qualifies under Seating Constructors' BEST PRICE GUARANTEE. If you find a quote for lower for this product, we will not only match it but beat it! ** Offer valid prior to purchase only** | 0.00 | 0.00 |
| | Does NOT include site work, site storage, sealed engineering drawings, permit, sales tax, concrete/foundation, earth anchors | 0.00 | 0.00 |

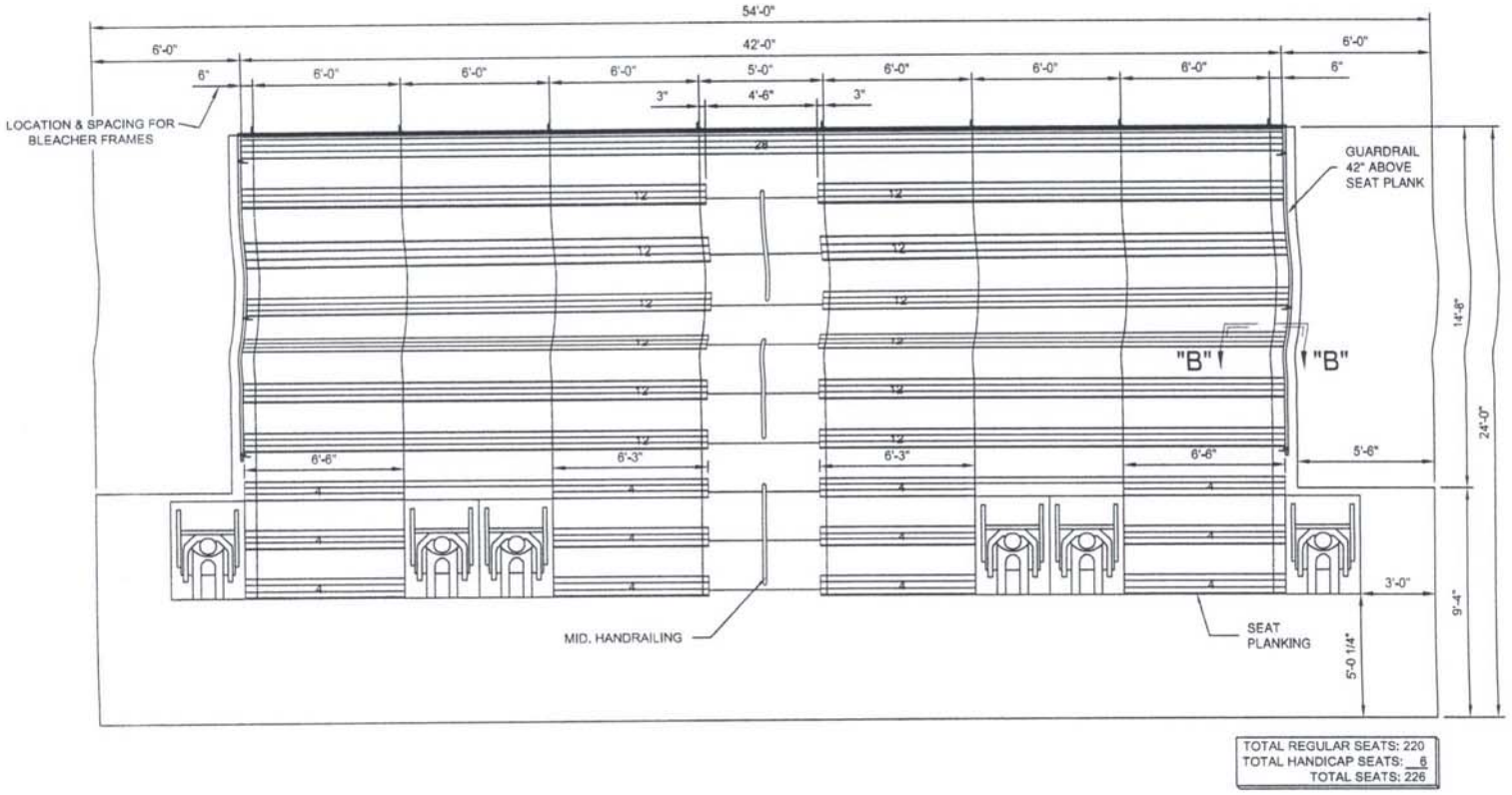
| | |
|---|---|
| **Sales Tax (6.5%)** | $0.00 |
| **Total** | $24,635.00 |

Acceptance Signature _____

| Rep | Purchase Order # | Terms | Project |
|---|---|---|---|
| YV | | CREDIT CARD | 1109-12 |

Reference to Brevard County Schools contract
Bid Title: Outdoor Aluminum Seating Contractor - Maintenance
Bid # 11-014/BM; Effective from Jan. 2011 for one year with (2) additional 1 yr renewals; GC License # CGC1505749

Payments are late if not received within 15 days of invoice date and are subject to a finance charge of 1.5 % per month, or the maximum charge allowed by law if less than 1.5% per month. We accept VISA, Mastercard, checks & cash. Quote remains valid for 60 days.




TOTAL REGULAR SEATS: 220
TOTAL HANDICAP SEATS: 6
TOTAL SEATS: 226

# 10 ROW 42' BLEACHER PLAN

Seating Constructors USA, Inc.
OUTDOOR BLEACHERS & GRANDSTANDS
2347 CIRCUIT WAY
BROOKSVILLE, FL 34604
P: 727-539-1017 F: 352-799-0308
TOLL FREE: 1-877-589-5226
WWW.SEATINGUSA.COM
CGC1506749

These drawings are the property of Seating Constructors USA, Inc. Unauthorized reproduction for any purpose is an infringement upon copyright laws. Violators will be prosecuted to the fullest extent of the law.

REVISIONS

| REV# | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT
GADSDEN COUNTY SCHOOL BOARD

LOCATION
2400 UNION ROAD S.W.
ATLANTA, GA.

PROJECT
WEST GADSDEN HIGH SCHOOL

SHEET TITLE
(10) ROW 42'-0" NON-ELEVATED BLEACHER PLAN

SCALE: AS NOTED

DRAWN BY
DMS

APPROVED BY

DATE
10-18-10

JOB NUMBER

DRAWING
S1.0

SHEET ___ OF ___

HIGHLAND

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
PHONE: 561.620.7878• FAX: 561.620.8668
WWW.THEPARKCATALOG.COM

| Quote | |
|---|---|
| SQ-012050 | 09/27/2011 |

| Customer | Ship To |
|---|---|
| **Gadseden County School Board of Education**<br>Wayne Shepard<br>35 MLK Blvd.<br>Quincy, FL US<br>32351<br>Phone: 850-627-9888<br>Fax: | **West Gadseden High School**<br>Wayne Shepard<br>200 Providence Rd.<br>Quincy, FL US<br>32351<br>Phone: 850-627-9888<br>Fax: |

**THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP!**
**SALES QUOTE TOTAL:** $28919.29 (DETAILS ON 2ND PAGE)
ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!

**TERMS & CONDITIONS**

**SHIPPING:** All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.
**Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route**; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.
**Additional Services**: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.
**Service Discrepancies:** If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
**Inspection of Shipments**: It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.
Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages
**Assembly May Be Required.** Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

**CANCELLATIONS:** All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

**RETURNS:** We will accept returns of unused products up to 30 days from shipping date subject to **ALL** of the following terms and conditions:

**Written approval** and instructions must be issued by our Customer Service Department before any merchandise can be returned.
**Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
**Re-Stocking & Shipping Fees:** The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
**Web-Orders:** For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
**Made-to-Order** or **Personalized** items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

**PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS**

| Quote | |
|---|---|
| SQ-012050 | 09/27/2011 |

HIGHLAND

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
PHONE: 561.620.7878• FAX: 561.620.8668
WWW.THEPARKCATALOG.COM

| Customer | Ship To |
|---|---|
| **Gadseden County School Board of Education**<br>Wayne Shepard<br>35 MLK Blvd.<br>Quincy, FL US<br>32351<br>Phone: 850-627-9888<br>Fax: | **West Gadseden High School**<br>Wayne Shepard<br>200 Providence Rd.<br>Quincy, FL US<br>32351<br>Phone: 850-627-9888<br>Fax: |

| Account | Quotation | Terms | Job Reference | Account Rep | Date |
|---|---|---|---|---|---|
| 8047732 | SQ-012050 | Pre-Pay | | ALAINA | 09/27/2011 |

| Item | Description | Qty | Unit Price | Unit Disc | Amount |
|---|---|---|---|---|---|
| 129-1107 | **5 Row x 21'L Aluminum Bleacher - 2006 IBC Compliant- Seats 54** | 7 | $4692.00 | $920.00 | $26404.00 |
| Comment | | | | | |

| | |
|---|---|
| **Subtotal** | $26404.00 |
| **Shipping** | $931.05 |
| **Sales Tax** | $1584.24 |
| **Total** | $28919.29 |

NOTES:

*** Unless otherwise noted shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.**

To accept this proposal please sign here _____

Credit card holder name _____

Card No. _____

CVV 2Code _____ Exp. Date _____

Card Billing Address _____

City _____ State _____ Zip _____

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepencies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

**PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS**

Southern® BLEACHER COMPANY

Post Office Box One • 801 Fifth Street • Graham, Texas 76450 • USA
Phone 940/549-0733 • Fax 940/549-1365
*Established 1946*
Grandstands • Bleachers • Stadiums

September 22, 2011

Wayne Shepard
Gadsden County Public Schools
Quincy, Florida

Via E-Mail: [shepardw@mail.gcps.k12.fl.us]

Re: 5 row non-elevated angle frame bleachers

The following is our proposal for 7 units 5 rows high and 21 feet long furnished and installed.

Materials / Freight / Installation $27,450.00

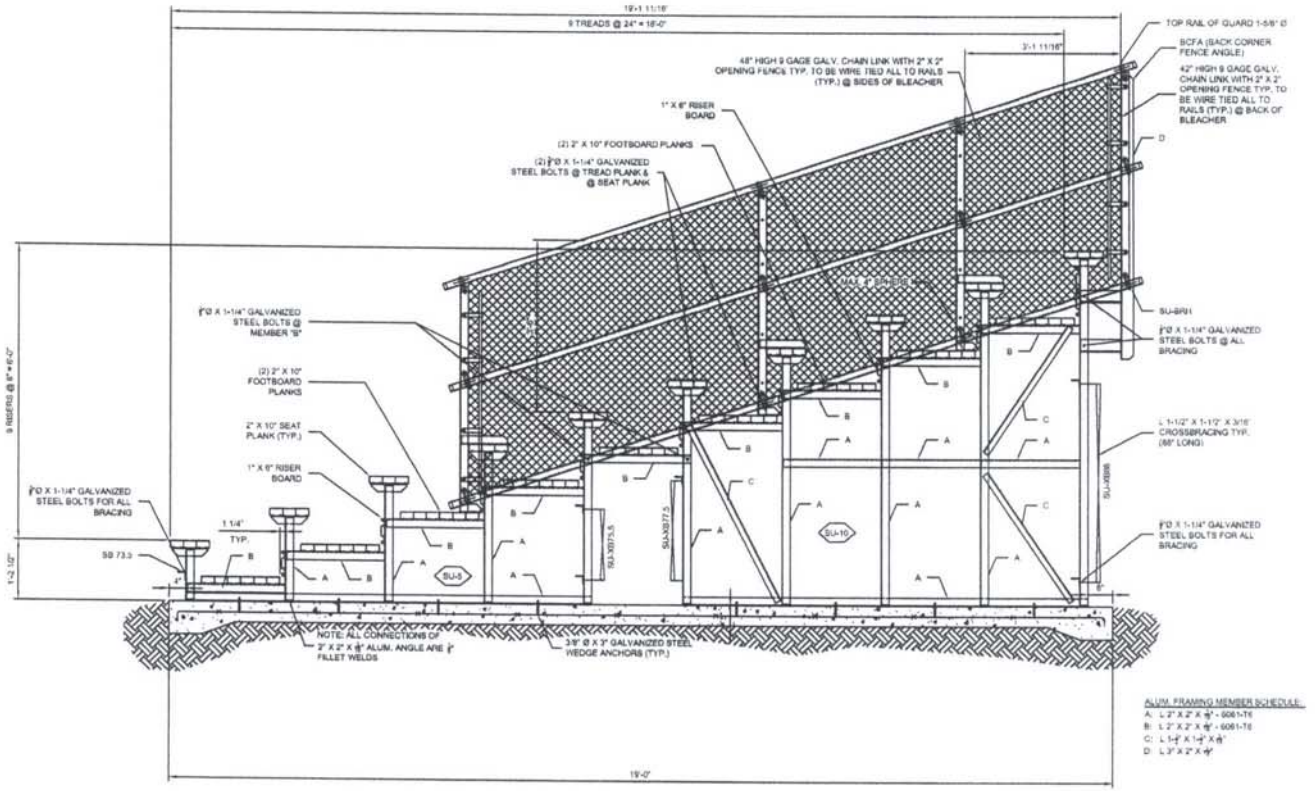
Each unit includes:

- Galvanized steel angle frames
- Anodized aluminum seat (2 x 10) and riser board ( 1 x 6.5 ) on each row
- Mill finish aluminum treads (2 - 2 x 11) on each row
- Anodized aluminum rail and chain link fence on sides and back of bleacher
- Mid-aisle handrails with contrasting aisle nosing at each aisle
- Freight, unloading, installation, and assembly.

*Excludes:*

- Any state or local sales taxes, permits, fees, etc.
- Any concrete slabs or supports
- Any item not listed in above inclusions.

Respectfully submitted,
*Glenn McNatt*
Glenn McNatt




## 10 BLEACHER SECTION

1-877-589-5226

Seating Constructors USA, Inc.
OUTDOOR BLEACHERS & GRANDSTANDS
2347 CIRCUIT WAY
BROOKSVILLE, FL 34604
P: 727-539-1017 F: 352-799-0308
TOLL FREE: 1-877-589-5226
WWW.SEATINGUSA.COM
CGC1505749

These drawings are the property of Seating Constructors USA, Inc. Unauthorized representation for any purpose is an infringement upon copyright laws. Violators will be prosecuted to the fullest extent of the law.

| REVISIONS | | |
|---|---|---|
| REV# | DATE | DESCRIPTION |
| | | |

CLIENT
GADSDEN COUNTY SCHOOL BOARD
LOCATION
2400 UNION ROAD S.W. ATLANTA, GA.
PROJECT
WEST GADSDEN HIGH SCHOOL
SHEET TITLE
(10) ROW 42'-0" NON-ELEVATED BLEACHER SECTION
SCALE: AS NOTED
DRAWN BY
DNB
APPROVED BY
DATE
10-18-10
JOB NUMBER
DRAWING
S2.0
SHEET OF

# Quotation

Charron Sports Services, Inc.
8533 Liberty Highway
Liberty, SC 29657
USA

Quote Number
7088

Quote Date
Oct 10, 2011



**Quoted to:**

Gadsden County Schools

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

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|---|---|---|---|
| FL-GADSDEN | 11/9/11 | Net Due | |

| Description | Amount |
|---|---|
| Furnish and install (7) 5 row x 21' non-elevated bleacher net seating capacity 58/unit<br>Features;<br>Galvanized steel understructure<br>2 x 10 anodized aluminum seat plank<br>Double mill finish aluminum foot plank<br>1 x 6 riser rows 1-4 (2) 1 x 6 top row risers<br>(1) 48 inch vertical aisle with mid aisle handrail<br>Chainlink guardrail system<br>.<br>For Ground sills ADD: $1,008.00 | 33,400.00 |

PRICE EXCLUDES ALL GROUND PREPARATIONS AND CONCRETE FOUNDATIONS.

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature: _____ Date: 10/9/11

Acceptance of Quote: _____ Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 11a

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** School Advisory Council Rosters

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

According to Florida Statues each school is to submit School Advisory Council Rosters to the School Board for approval. Each advisory council shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Audrey Lewis

**POSITION:** Parent Services Coordinator

---

**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 _____

This form is to be duplicated on light blue paper.

REVIEWED BY: _____

# Gadsden County
# School Advisory Council Membership Roster

**School Year 2011-2012**

**School: Carter-Parramore Academy** **Telephone # (850) 627-6030**

**Principal's Signature** Lamar Kirkland **Date** 9/12/11

**SAC Chairperson's Signature** Toni Hannah **Date** 9/13/11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| Tony Hannah | P.O. Box 481 | 875-2810 | M | B | Chair | Elected |
| Lomar Barkley | P.O. Box 1726 | 627-2151 | F | B | Business | Elected |
| Arrie Battles | 919 Hardin Street | 570-1296 | F | B | Community | Elected |
| Richard Lockwood | 1850 St. Hebron Road | 508-1333 | M | B | Business | Elected |
| Norman Jackson | 400 Deerwood | 627-2794 | M | B | Community | Elected |
| Thomas Murray | 121 E. Jefferson St. | 627-7111 | M | B | Community | Elected |
| Lillian Wells | 902 Magnolia Drive | 627-2643 | F | B | Community | Elected |
| Daniel Wells | 902 Magnolia Drive | 627-2643 | M | B | Community | Elected |
| Cassandra Carter | 412 S. Cleveland St. | 408-4845 | F | B | Parent | Elected |
| Anthony Thomas | 159 Strong Road | 627-3821 | M | B | Community | Elected |
| Johnny Sailor | 1228 Berry Street | 875-4383 | M | B | Community | Elected |
| Johnny Jackson | 427 S. Stewart #24 | 605-6094 | F | B | Parent | Elected |
| Emanuel Sapp | P.O. Box 1308 | 618-0068 | M | B | Community | Elected |
| Gloria Gaines | 97 Neal Temple | 539-5571 | F | B | Parent | Elected |
| Sandra Moore | 37 Annie Brown Lane | 875-2070 | F | H | Parent | Elected |
| Sylvester Hendersc | 811 7th Street | 766-1838<br>627-1117 | M | B | Community | Elected |
| Jamel Williams | 120 Lanier Lane | 856-5017 | M | B | Student | Elected |
| Felita Henry | 300 MLK | 627-9651 | F | B | Parent | Elected |

| | | | | | | |
|---|---|---|---|---|---|---|
| Devonteri Bush | 1085 Lincoln Dr. Chatta. FL 32324 | 663-5139 | M | B | Student | Elected |
| Whitney Diaz | 37 Annie Brown Lane | 875-2070 | F | H | Student | Elected |
| Cornell Moore | 218 Anderson Avenue | 539-4010 | M | B | Student | Elected |
| Keldrick Peoples | 187 Serenity Lane | 627-7690 | M | B | Student | Elected |
| K-Dentis Yarn | 336 Holly Circle | 627-1772 | M | B | Student | Elected |
| Shereka Hutley | 631 S. Steward Street | 627-6030 | F | B | Faculty | Elected |
| Annette Baker | 631 S. Stewart Street | 627-6030 | F | B | Faculty | Elected |
| Erica Farmer | 631 S. Stewart Street | 627-6030 | F | B | Faculty | Elected |
| Kimberly Truitt | 631 S. Stewart Street | 627-6030 | F | B | Faculty | Elected |
| Edgar Griffin | 631 S. Stewart Street | 627-6030 | M | B | Faculty | Elected |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Gadsden County School District
School Advisory Council Membership Roster

School Year: **2011-2012**

School: **East Gadsden High School**

Principal's Signature: Dr. [signature] Date: 10/18/2011

SAC Chairperson's Signature: [signature] Date: 10/18/11

| Name | Address | Phone# | Sex | Race | Position | Method of Selection |
|---|---|---|---|---|---|---|
| Dr. Kimball Thomas | 27001 Blue Star Hwy Havana, FL 32333 | 539-2126 | M | B | Principal | Election |
| Gerrell Lewis | 1391 Jamieson Road Havana, FL 32333 | 627-0919 | M | B | Student | Election |
| Jari Lewis | 1391 Jamieson Road Havana, FL 32333 | 627-0919 | F | B | Parent | Election |
| Angela Burgess | P.O. Box 23 Quincy, FL 32353 | 662-1226 | F | B | Parent | Election |
| Rhunette Chandler | 215 E 3rd Street Havana, FL 32333 | 539-4997 | F | B | Parent | Election |
| Jerome Showers | 6933 Havana Hwy Havana, FL 32333 | 539-3740 539-5736 | M | B | Faith-Based | Election |
| Sylvester Henderson | 811 W 7th Street Quincy, FL 32351 | 627-1117 | M | B | Community | Election |
| Cecelia Madry | P.O. Box 1451 Quincy, FL 32353 | 778-6492 | F | B | Teacher | Election |
| Peggy Simmons | 1206 Waverly Rd Tallahassee, FL 32312 | 385-0583 | F | W | Teacher | Election |
| Sallie Farmer | 24372 Blue Star Hwy Quincy, FL 32351 | 875-3409 | F | B | Parent | Election |
| Cametra Bryant | 27001 Blue Star Hwy Havana, FL 32333 | 539-2126 | F | B | Parent | Election |
| Rosemary Tribue | 628 S 9th Street Quincy, FL 32351 | 875-2953 | F | B | Parent | Election |
| Patricia Randolph | 3397 Bainbridge Hwy Quincy, FL 32352 | 875-3376 | F | B | Parent | Election |
| Dee Jackson | P.O. Box 213 Gretna, FL 32332 | 228-0856 | F | B | Parent | Election |
| Sharon Harris | 310 Bay Street Quincy, FL 32352 | 875-4900 | F | B | Community | Election |
| Debbie Saenz | 2490 Fantana Trail Quincy, FL 32351 | 627-3642 | F | W | Parent | Election |
| Tynease Showers | 6933 Havana Hwy Havana, FL 32333 | 539-3740 | F | B | Business | Election |
| Myrna Portillo | 116 S. Madison St. Quincy, FL 32351 | 519-3392 | F | H | Staff | Election |
| Jolynda Wright | 205 S. ward Street Quincy, FL 32351 | 627-8608 | B | F | Teacher | Election |

# Gadsden County
# School Advisory Council Membership

**School Year:** 2011-2012

**School:** Gadsden Elementary Magnet School **Telephone**: 850.627.7557

**SAC Chairperson:** Headley White **Date:** September 28, 2011

**SAC Chairperson's Signature:** Headley White

| NAME | ADDRESS | PHONE # | SEX | RACE | POSITION | METHOD OF SELECTION |
|---|---|---|---|---|---|---|
| Shaun Robinson | P.O. Box 2133 Quincy, FL 32353 | 875-2059 | F | B | Parent | Peer |
| Brenda Mason | 500 W. King Street Quincy, FL 32351 | 627-7557 | F | B | Teacher | Peer |
| LaTasha Porter | 500 W. King Street Quincy, FL 32351 | 627-7557 | F | B | Teacher | Peer |
| Shulamith Riggins | 500 W. King Street Quincy, FL 32351 | 627-7557 | F | B | Teacher | Peer |
| Monica Fabie | 500 W. King Street Quincy, FL 32351 | 627-7557 | F | W | Teacher | Peer |
| Headley White | P.O. Box 350 Midway, FL 32343 | 574-4130 | M | B | Parent | Peer |
| Donnie Washington | 635 Salem Road Quincy, FL 32351 | 509-3569 | M | B | Parent | Peer |
| Tenesia Clark | 627 Licoln Street Quincy, FL 32351 | 627-1645 | F | B | Parent | Peer |
| Jessica Lane | 142 Powell Circle Quincy, FL 32352 | 251-4583 | F | B | Parent | Peer |
| Denichia Dubose | 673 Woodberry Rd Quincy, FL 32351 | 545-5874 | F | B | Parent | Peer |
| Shawanea Wells | 209 W. Circle Drive Gretna, FL 32332 | 856-5396 | F | B | Parent | Peer |
| Shelitha Payne | 573 Church Street Quincy, FL 32332 | 856-8153 | F | B | Parent | Peer |
| Agnes Denson | 66 Kenon Lane Quincy, FL 32352 | 875-1553 | F | B | Parent | Peer |
| Teresa Williams | 550 Slash Circle Midway, FL 32343 | 274-0421 | F | B | Parent | Peer |
| Patricia Sapp | 125 Chaff Chason Ln Quincy, FL 32351 | 766-6999 | F | B | Parent | Peer |
| Ireshia Elias | 710 S. Love Street Quincy, FL 32351 | 875-3451 | F | B | Parent | Peer |

Principal

## Gadsden County Public Schools
## School Advisory Council Membership Roster

**School Year** 2011.2012
**School** Gadsden Technical Institute **Telephone** (850) 875-8324
**Principal's Signature** [signature] **Date** 9/30/11
**SAC Chairperson's Signature** [signature] **Date** 9/30/11

| | | | | | | |
|---|---|---|---|---|---|---|
| *Akins, Shelia GTI/LPN* | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | F | B | Coordinator | Elected |
| *Christopher, Jeff GTI/Automotive* | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | M | W | Teacher | Elected |
| Clark, Michael GTI/Welding | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | M | W | Teacher | Elected |
| Farmer, Margaret GTI/Stud. Service | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | F | B | Counselor | Elected |
| Drake, Doris GTI/LPN | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | F | B | Teacher | Elected |
| *Gibson, Don GTI/Barbering* | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | M | B | Teacher | Elected |
| *Hackley, Cyrilla GTI/Business* | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | F | B | Teacher | Elected |
| *Howard, Bobby Quincy Auto Pts* | 1141 W. Washington Quincy, Fl 32351 | 850 627-9551 | M | W | Business Partner | Elected |
| McMillan, Bill *Concrete Serv* | 1131 Dade St. Quincy, Florida 32351 | 850 875-1471 | M | W | Business Partner | Elected |
| McMillian, M.E. *CNA* | 434 Rosewood Street Quincy, Florida 32351 | 850 559-6098 | F | W | Business Partner | Elected |
| McPhaul, David *GTI/Small Eng* | 201 MLK, Jr. Blvd. Florida 32351 | 850 875-8324 | M | W | Teacher | Elected |
| McSwain, Juanja *BE/AE* | 1126 Brumby Street Quincy, Florida 32351 | 850 875-3388 | F | B | Parent | Elected |
| McSwain, Lamorris *Student* | 1126 Brumby Street Quincy, Florida 32351 | 850 274-5875 | M | B | Student | Elected |
| Moody, Latoya GSS | 79 LaSalle LeFall Dr. Quincy, FL 32351 | 850 627-9758 | F | B | Business Partner | Elected |
| Monroe, Dwanna *HNC/RN* | 1780 St. Hebron Rd. Quincy, Florida 32351 | 850 627-6374 | F | B | Business Partner | Elected |
| Pouncey, Maria *PAEC/Migrant* | 500 W. King Street Quincy, Florida 32351 | 850 875-3806 | F | H | Business Partner | Elected |
| Randolph, Fred *GTI/Adult Ed* | 201 MLK, Jr. Quincy, Florida 32351 | 850 875-8324 | M | B | Teacher | Elected |
| Reffner, Georgeann *GTI/PCT* | 201 MLK, Jr. □uinc. Quincy, Florida 32351 | 850 875-8324 | F | W | Teacher | Elected |
| Sipple, Tonya GTI/LPN | 201 MLK, Jr. Blvd Quincy, FL 32351 | 850 875-8324 | F | B | Teacher | Elected |
| Sloan-Young, Lenora GTI?Nail Tech | 201 MLK, Jr. □uinc. Quincy, Florida 32351 | 850 875-8324 | F | B | Teacher | Elected |
| Thomas, Kimberly Thomas Hair Salon | 939 Tharpe Street Tallahasssee, Fl 32310 | 850 577-0200 | F | B | Business Partner | Elected |
| Thomas, Queen Retired | 698 Mt. Hosea Church Quincy, Fl 32351 | 850 627-3222 | F | B | Business Partner | Elected |
| Whitmore, Larry | 1241 Tolar-White Quincy, FL 32351 | 850 442-9028 | M | W | Business Partner | Elected |

# Gadsden County
# School Advisory Council Membership Roster

**School Year** 2011-2012

**School** George W. Munroe Elementary **Telephone #** 850-875-8800

**Principal's Signature** Hilda Jackson **Date** 9/20/11

**SAC Chairperson's Signature** Sheila Robinette **Date** 9/20/11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| Nelda Hodges | 520 Williams St. Quincy, FL | (850)875-2886 | F | B | Parent | Elected |
| J. W. Hodges | 520 Williams St. Quincy, FL | (850)875-2886 | F | B | Parent | Elected |
| Daemari Wade | 29 Frank Phillips Rd. Quincy, FL | (850) 875-7879 | M | B | Parent | Elected |
| Monica Wade | 29 Frank Phillips Rd. Quincy, FL | (850) 875-7879 | M | B | Parent | Elected |
| Maria L. Correa | 1037 Hassell Rd. Tallahassee, FL 32305 | (850) 421-8008 | F | H | Teacher | Elected |
| Israel Carisino | 1922 W. Jefferson St. Quincy, Florida 32351 | (850) 875-0717 | M | H | Parent | Elected |
| Diane Keaton | 796 S. Virginia St. Quincy, FL | (850) 875-1332 | F | B | Teacher | Elected |
| Joyce Redding | 514 S. Main Street Quincy, FL | (850) 627-8347 | F | B | Community | Elected |
| Sheila Robinette | 294 Post Plant Quincy, Florida 32351 | (850) 627-4192 | F | W | Chair | Elected |
| Shelanda Shaw | 1356 St. Hebron Quincy, FL | (850) 228-1232 (850) 875-2832 | F | B | Parent | Elected |
| Geketti Harris | 122 N. Clev. St. Apt. 1-14 Quincy, FL 32351 | (850) 567-5779 | F | B | Parent | Elected |
| Anthony Clum | 428 Rosewood Quincy, FL | (850) 627-4772 | M | W | Teacher | Elected |
| Cheryl Roberts | 55 Granny Lane Quincy, FL 32351 | (850) 627-6710 | F | B | Parent | Elected |
| Clementine Murray | P.O. Box 7 Gretna, FL | (850) 856-5290 | F | B | Parent | Elected |
| Josue Matos | 15000 DRCR Bristol, FL 32327 | 643-4309 | M | H | Teacher | Elected |
| Sarah Graham | P.O. Box 400 Gretna, FL | (850) 856-5237 | F | B | Teacher | Elected |
| Mimi Robinson | 81 Live Oak Lane Quincy, FL | (850) 878-1585 | F | B | Parent | Elected |
| Hilda Jackson | 915 Barrie Avenue Tallahassee, FL 32303 | (850) 385-6870 | F | B | Principal | Assigned |

# Gadsden County
## School Advisory Council Membership Roster

School Year 2010-2011

Greensboro Elementary School  Telephone # 442-6327

Principal's Signature Stephen Pitts  Date 9-27-2011

SAC Chairperson's Signature Jennifer Rodriquez  Date 9-27-2011

| Name | Address | Phone # | Sex | Race | Position | Method of Selection |
|---|---|---|---|---|---|---|
| Maria Osorio | 532 Strom rd. Quincy, Fl 32351 | 545-0009 | F | H | Parent | Chosen by peers |
| Carmelina Ramirez | 966 Old Federal Rd. Quincy, Fl 32330 | 627-1756 | F | H | Parent | Chosen by peers |
| Carmela Ortiz | 32 Scott Street Quincy, Fl 32351 | 545-9210 | F | H | Parent | Chosen by peers |
| Carla Baltavar | 605 Coleman Avenue Greensbor, Fl 32330 | 274-0856 | F | H | Parent | Chosen by peers |
| Elvia Vargas | 185 Sycamore Rd. Greensboro, Fl 32330 | 442-4557 | F | H | Parent | Chosen by peers |
| Anastasia McMillian | 2640 Providence Rd, Quincy, Fl 32330 | 442-4871 | F | B | Parent | Chosen by peers |
| Jennifer Rodriquez | 187 Juniper Rd Greensboro, Fl 32330 | 442-6281 | F | W | Chairperson | Elected |
| Tiffany Gonzalez | Greensboro, Fl 32330 | | F | B | Parent | Chosen by peers |
| Jessica Doster | 79 Austin Rd. Quincy , Fl 32351 | 442-4160 | M | B | Parent | Chosen by peers |
| Melissa Pride | PO 292 Greensboro,FL 32330 | 508-5610 | F | W | Parent | Chosen by peers |
| Stephen Pitts | 559 Greensboro Hwy Quincy, Fl 32351 | 442-6327 | M | W | Principal | assigned |
| Cynthia Bryant | 559 Greensboro, Hwy, Quincy, Fl, 32351 | 442-6327 | F | B | Teacher | Voted by peers |
| Sandra Joseph | 559 Greensboro, Hwy, Quincy, Fl, 32351 | 442-6327 | F | B | Teacher | Voted by peers |
| Gloria Castenada | 559 Greensboro, Hwy, Quincy, Fl, 32351 | 442-6327 | F | H | Teacher | Voted by peers |
| Kathryn Pouncey | 35 Martin Luther King Jr. Quincy, Fl 32351 | 627-9651 | F | H | District Support | assigned |
| Buddy Pitts | P.O Box 226 Greensboro, Fl,32330 | 442-4488 | M | W | Business Partner | assigned |
| Sycamore Methodist Church Sharon Bentley | Sycamore Rd. Quincy, Florida 32351 | 442-4543 | M | W | Business Partner | assigned |
| Greensboro United Methodist Church Patsy Pitts | PO Box 226 Greensboro, FL 32330 | 442-4488 | F | W | Business Partner | assigned |

| | | | | | | |
|---|---|---|---|---|---|---|
| Hackney Nursery<br>Debbie Crosby | 3690 Juniper Creek Rd<br>Quincy, Fl 32330 | 442-4720 | F | W | Business Partner | assigned |
| Miracle Temple<br>Church of God<br>Shirley Walker | PO BOX 477<br>Gretna, Florida 32332 | 856-9211 | F | B | Business Partner | assigned |

# Gadsden County
# School Advisory Council Membership Roster

**School Year** 2011-2011

**School** Gretna Elementary **Telephone #** 850.856.5249

**Principal's Signature** [signature] **Date** 10/12/11

**SAC Chairperson's Signature** [signature] **Date** 10/12/11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| McCloud, Blossie | 103 M&M Lane<br>Quincy, FL 32351 | 850-875-3659 | F | B | Teacher | Elected |
| Ivory, Dewayne | 235 James Hinson Drive<br>Midway, FL 32345 | 850-539-7733 | M | B | Teacher | Elected |
| Dallas, Katherine | 820 Hillcrest Ave.<br>Quincy, FL 32351 | 850-643-7821 | F | W | Teacher | Elected |
| Bascom, Chinita | 2216 Lake Heritage Drive<br>Tallahassee, FL 32311 | 850-656-9894 | F | B | Teacher | Elected |
| Bright-Brown, LaQuanda | 155 Dawkins Loop Road<br>Chattahoochee, FL 32324 | 850-212-6781 (c)<br>850-856-8243 | F | B | Parent | Elected |
| Peterson, Arprylla | 330 Holt Lane<br>Quincy, FL 32351 | 850-590-9415<br>850-875-3657 | F | B | Parent | Elected |
| Hughes, Ida | 78 Lanier Drive<br>Gretna, FL 32332 | 850-980-3800 | F | B | Secretary | Elected |
| Crittenden, Tonya | 3070 Providence Road<br>Quincy, FL 32351 | 850-508-4235 | F | B | Parent | Elected |
| Zarcaries, Martin | 174 Ellis # 7<br>Gretna, FL 32332 | 850-445-2502 | F | H | Parent | Elected |
| Chalchi, Elena | 6 Fourth Street<br>Thomasville, GA 31757 | 229-977-7933 | F | H | Parent | Elected |
| Chalchi, Laura | 255 Hazel Green Road<br>Quincy, FL 32352 | 850-509-3204 | F | H | Parent | Elected |
| Zarcaries, Elizabeth | 8 South Circle # 113<br>Gretna, FL 32332 | 850-491-1683 | F | H | Parent | Elected |
| Sheffield, Cinta | 55 Burnt Pine Trail<br>Quincy, FL 32352 | 850-627-4433<br>850-980-1555 | F | B | Parent | Elected |
| Sheffield, Carlton | 55 Burnt Pine Trail<br>Quincy, FL 32352 | 850-6274433<br>850-980-1525 | M | B | Parent | Elected |
| Betsey, Vanessa | 1119 Pine Ave.<br>Quincy, FL 32351 | 850-567-8998<br>850-875-3954 | F | B | Parent | Elected |
| Battles, Tamika | 226 East Circle Drive<br>Gretna, 32332 | 850-274-3569 | F | B | Parent | Elected |
| Jackson, Delshuana | 3056 Bidhurst Ct.<br>Tallahassee, FL 32317 | 850-878-4695 | F | B | Principal | Appointed |

# Gadsden County
## School Advisory Council Membership Roster

School Year: 2011-2012

School: Havana Elementary Telephone #: 539-2009

**Principal's Signature:** Annette Harris **Date:** 9-28-11

**SAC Chairperson's Signature:** Shanterria McLaurin **Date:** 9-28-11

| Name | Address | Phone # | Sex/ Race | Position | Method of Selection* |
|---|---|---|---|---|---|
| | | | | | |
| Andrews, Kimberly | 292 John Yawn Place Havana, Florida 32333 | 245-4444 – Ex. 2512 | F/B | Community | Peer Elected |
| Conyers, Sidney | Havana, Fl. 32333 | 539-7827 | M/B | Community | Peer Elected |
| Estelle, Randall | 703 S. Main Street Havana, Florida 32333 | 539-2009 Ext. 5225 | M/B | Behavior Specialist | Peer Elected |
| Faison, Evelyn | 705 US 27 South Havana, Fl. 32333 | 539-2009 Ext. 5305 | F/B | Para-Professional | Peer Elected |
| Griffin, Deshonda | 614 E 1st Street Havana, Fl. 32333 | 539-0947 | F/B | Parent | Pear Elected |
| Harris, Annette | 705 US 27 South Havana, Fl. 32333 | 539-2009 Ext. 5223 | F/B | Principal | Appointed |
| Holmes, Cathy | 6133 Fairbanks Ferry Havana, Florida 32333 | 539-2009 Ext. 5272 | F/B | Teacher | Peer Elected |
| Jordan, Warkeen | 707 S. Main Street Havana, Florida 33233 | 539-2009 Ext. 5273 | F/B | Teacher | Peer Elected |
| McGill, Henry | 512 Conyers Street Havana, Fl. 32333 | 539-6585 510-1182 | M/B | Community | Peer Elected |
| McLaurin, Shanterria (Mikala Brown & Mikhi Brown) | 705 US 27 South Havana, Florida 32333 | 539-2009 Ext. 5255 | FB | Parent/ Teacher | Peer Elected |
| Mickens, Patricia | 705 US 27 South Havana, Fl. 32333 | 539-2009 Ext. 5248 | F/B | Teacher | Peer Elected |
| Montgomery, Shawntara | 705 US 27 South Havana, Fl. 32333 | 539-2009 Ext. 5249 | F/B | Teacher | Peer Elected |
| Randall, Monesha (Nihza Randall – Barrett) | 1697 Concord Road Havana, Fl. 32333 | 879-1594 | F/B | Parent/ Employee | Peer Elected |
| Riggins, Larissa | 705 US 27 South Havana, Florida 32333 | 539-2009 Ext. 5265 | F/B | Para-Professional | Peer Elected |
| Rittman, Andreka (Alani Rittman – Achhamer) | 1801 M.L. King Blvd Midway, Fl. 32343 | 765-0720 264-4781 | F/B | Parent | Peer Elected |
| Smith Mis'Shaylanqua | 705 US 27 South Havana, Florida 32333 | 539-2009 Ext. 5265 | FB | Teacher | Peer Elected |

| | | | | | |
|---|---|---|---|---|---|
| **Smith, Tomeka** | **98 Bell Street<br>Havana, Fl.** | **539-0947** | **F/B** | **Parent** | **Peer Elected** |
| **Wellborn, Deborah** | **705 US 27 South<br>Havana, Fl. 32333** | **539-2009<br>Ext. 5260** | **F/B** | **Teacher** | **Peer Elected** |
| **Wilcoxson, Tiya** (Christina Williams – Barrett) | **81 Logan Tone Road<br>Havana, Fl. 32333** | **539-0469 H<br>321-2465 C<br>298-7157 W** | **F/B** | **Parent** | **Peer Elected** |
| **Williams, Shirley** | **72 Shervis Lane<br>Havana, Florida 3233** | **539-2208** | **F/B** | **Teacher** | **Peer Elected** |

# Gadsden County
# School Advisory Council Membership Roster

**School Year 2011/2012**

**School: Havana Middle School** **Telephone #: (850) 539-2043**

**Principal's Signature** _____ **Date** 9-29-11

**SAC Chairperson's Signature** _____ **Date** 10-3-11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| McLaurin, Bernadette | 161 Hidden lake Rd. Havana, FL 32333 | 850-228-1874 | F | Black | Parent | Peer Elect |
| Chandler, Rheunette | 215 S.E. 3rd St. Havana, FL 32333 | 850-559-0955 | F | Black | Community Member | Peer Elect |
| Burns, Alisha | 155 Slash Circle Midway, Fl 32343 | 850-508-1870 | F | Black | Chair | Peer Elect |
| Daniels, Terry | 7158 FL/GA HWY Havana, FL 32333 | 850-539-7716 | M | Black | Parent | Peer Elect |
| Mathis, Yarnell | 16 Teal Court Havana, FL 32333 | 850-539-4991 | F | Black | Vice Chair | Peer Elect |
| Harris, Beverly | 2096 Concord RD Havana, FL 32333 | 850-539-0377 | F | Black | Parent | Peer Elect |
| Warren, Deneceica | 231 S.W. 5th St. Havana, Fl 32333 | 850-508-6495 | F | Black | Parent | Peer Elect |
| Richardson, Trina | P.O. Box 37182 Tallahassee, FL 32315 | 850-539-6740 | F | Black | Parent | Peer Elect |
| Serrant, Sharon | 295 Sumpter RD Midway, FL 32342 | 850-766-0279 | F | Black | Parent | Peer Elect |
| Simmons, Michael | 67 Azeala TR. Havana, FL 32333 | 850-210-6974 | M | Black | Parent | Peer Elect |
| Ogunti, Sharon | 10 Barber RD Havana, FL 32333 | 850-539-4391 | F | Black | Parent | Peer Elect |
| Black, Angela | 250 Forest Circle, W. Havana, FL 323333 | 850-875-0366 | F | Black | Treasurer | Peer Elect |
| Peterson, Cheryl | 137 N. Charles Willis Dr. Midway, FL 32342 | 850-539-1481 | F | Black | Teacher | Peer Elect |
| Robinson, Portia | 440 Rustling Pine BLVD Midway, FL 33342 | 850-539-2043 | F | Black | Teacher | Peer Elect |
| Jefferson, Tracy | 8412 Lenova Lane Tallahassee, FL 32305 | 850-251-7973 | M | Black | Teacher | Peer Elect |
| McGill, Andrea | 29 Sugarmil CT Havana, FL 332333 | 850-443-8707 | F | Black | Parent | Peer Elect |
| Johnson, Lillian | 2350 Kemp RD Havana, FL 32333 | 850-539-5970 | F | Black | Community Leader | Peer Elect |
| Jackson, Willie | 107 S. Love St. Quincy, FL 32351 | 850-539-2043 | M | Black | Principal | Peer Elect |
| Gordon Van Namee | 208 E. 9th Ave Havana, FL 32333 | 850-510-7224 | M | White | Community Leader | Peer Elect |

| | | | | | | |
|---|---|---|---|---|---|---|
| Tommie Stauffer | 211 Horshoe Dr.<br>Havana, FL 32333 | 850-539-2043 | F | White | Staff Memb | Peer Elect |
| Francisco Tejada | 93 Williams St.<br>Havana, FL 32333 | 850-539-7276 | F | Hispanic | Parent | Peer Elect |
| Adrian Dillon | 90 Garrett Drive<br>Havana, FL 32333 | 85-305-3615 | M | White | Parent | Peer Elect |
| Brandi Beasley | 1245 Dogwood Dr.<br>Havana, FL 32333 | 850-539-2043 | F | White | Teacher | Peer Elect |
| Williams, Karisha | 1656 Rustling Pines BLVD<br>Midway, FL 32343 | 850-339-0855 | F | Black | Secretary | Peer Elect |

# Gadsden County
# School Advisory Council Membership Roster

**School Year** 2011-2012

**School** James A. Shanks Middle School **Telephone #** 850-875-8737

**Principal's Signature** Juanita B. Ellis **Date** 9/30/11

**SAC Chairperson's Signature** Janey Dupont-Butler **Date** 9/30/11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| Ellis, Juanita B. | 233 China Doll Dr. Tallahassee, FL 32312 | 893-2910 | F | B | Principal | ---------- |
| Dupont-Butler, Janey | PO Box 60 Quincy, FL 32351 | 875-9583 | F | B | SAC Chair | Elected |
| Robinson, Christina | 320 David Lane Quincy, FL 32351 | 509-9028 | F | B | Parent | Elected |
| Butler-Fields, Sherika | 335 Goldwire Rd. Quincy, FL 32351 | 274-8451 | F | B | Parent | Elected |
| Forehand, Gwendolyn | 318 Dusty House Rd. Quincy, FL 32351 | 627-3116 | F | B | Parent | Elected |
| Henderson, Sylvester | 811 7th Street Quincy, FL 32351 | 627-1117 | M | B | Community Leader | Elected |
| Stinson, Bill | 5800 Old Federal Rd Quincy, FL 32351 | 875-4803 | M | W | Community Leader | Elected |
| Combs, Eugenia | PO Box 382 Quincy, FL 32351 | 875-8737 | F | B | Teacher | Elected |
| Henry, Earnestine | 1507 Pat Thomas Pkwy Quincy, FL 32351 | 875-2053 | F | B | Parent | Elected |
| Dennis, Hillary | 4377 Cool Emerald Drive Quincy, FL 32351 | 875-8737 | M | B | Teacher | Elected |
| Lightfoot, Tomeka | 1398 West King St. Quincy, FL 32351 | 875-8737 | F | B | Teacher | Elected |
| Garcia, Fabiola | 315 N Key Street Quincy, FL 32351 | 875-3806 | F | H | Community Leader | Elected |
| Beavers, Martha | 45 Oak Grove Lane Quincy, FL 32351 | 627-2752 | F | B | School Support Staff | Elected |
| Ruiz, Anna Maria | 1115 West King Street Quincy, FL 32351 | 875-2546 | F | H | Parent | Elected |
| Woods, Coswellyn | 165 Cypress Circle Quincy, FL 32351 | 442-4982 | F | B | Parent | Elected |
| Commodore, Shirley | 3337 Little Zion Rd Sneads, FL | 592-8768 272-6384 | F | B | Teacher | Elected |
| Ali, Rosita | 2510 Elliott St Tallahassee, FL 32304 | 875-8737 545-2779 | F | B | School Guidance | Elected |
| Akins, Kendra | 627 Williams St. Gretna, FL 32332 | 856-9568 | F | B | Parent | Elected |
| Michael, Melinda | 6981 Shady Grove Rd Grand Ridge, FL 32442 | 875-8737 272-3537 | F | W | Teacher | Elected |
| Carter, Felicia | 405 Strong Rd. Apt 127C | 662-1092 | F | B | Parent | Elected |

**Gadsden County**
**School Advisory Council Membership Roster**

**School Year** 2011-2012

**School** Stewart Street Elementary School **Telephone #** (850) 627-3145

**Principal's Signature** Lisa Robinson **Date** 09/30/11

**SAC Chairperson's Signature** Coswellyn M. Wood **Date** 9/30/11

| Name | Address | Phone # | Sex | Race | Position | Method of Selection* |
|---|---|---|---|---|---|---|
| LISA ROBINSON | 427 S. STEWART STREET | 627-3145 | F | B | PRINCIPAL | VOTE |
| COSWELLYN WOOD | 165 CYPRESS CR. | 442-4982 | F | B | SAC CHAIR | VOTE |
| WHTTNEY O'NEAL-THOMAS | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| LAKISHA HENRY | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| KIMI GREEN | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| LATRISA BAILEY | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| KAREN TOUSSAINT | 1630 BALKIN RD #87 TALL 32305 | 391-1397 | F | W | TEACHER | VOTE |
| MAYA ROZIER | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| NICOLE DIXON | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| SHONDA PRUITT | 427 S. STEWART STREET | 627-3145 | F | B | TEACHER | VOTE |
| STARLA HALL | 125 EAGLE DR | 875-4481 | F | B | PARENT | VOTE |
| DONALD WOODS | 209 S. CLAY STREET | 510-8522 | M | B | PARENT | VOTE |
| SHAMARA MCCRAY | 112 COLLINS ST. | 345-9638 | F | B | PARENT | VOTE |
| FELICIA JAMES | 373 MLK BLVD. GRETNA, FL | 856-5322 | F | B | PARENT | VOTE |
| GISELDA PRINGLEY | 405 STRONG RD APT. 138 | 662-1176 | F | B | PARENT | VOTE |
| DOROTHY THOMAS | 586 SHILOH RD. | 875-1854 | F | B | PARENT | VOTE |
| KRISTINA MEDOZA | 75 MOSSY OAKS 2 AVE | 875-1662 | F | H | PARENT | VOTE |
| DEBORAH OUTLEY | 112 SERENITY LANE | 875-3405 | F | B | PARENT | VOTE |
| EVELYN LEE | 462 REYNOLDS RD. | 875-2408 | F | B | PARENT | VOTE |
| EVELYN GREEN | 466 SPRING MEADOS RD. | 627-9061 | F | B | PARENT | VOTE |
| LINDA BATTLES | 3392 - ATTAPULGUS HWY | 875-2988 | F | B | PARENT | VOTE |

# Gadsden County
# School Advisory Council Membership Roster

School Year 2011-2012

School West Gadsden High School Telephone # 850-442-9500

Principal's Signature Pauline West Date 9/27/11

SAC Chairperson's Signature [signature] Date 9/27/11

| Name | Address | Phone # | Sex | Race | Position | Metho Selecti |
|---|---|---|---|---|---|---|
| Anitria Daniels | 64 N. Cleveland St Quincy, FL 32351 | 850-627-9651 | F | B | Chair | Elected |
| Macrina Martinez | 161 Perez Lane Greensboro, FL 32330 | 850-442-3321 | F | H | Parent | Elected |
| Barbara McDonough | 4352 Sycamore Rd. Quincy, FL 32351 | 850-442-4150 | F | W | Parent | Elected |
| Mary Jackson | 19 Astco Rd Quincy, FL 32351 | 850-875-1099 | F | B | Treasurer | Elected |
| Janice Johnson | 19 Atsco Rd. Quincy, FL 32351 | 850-856-9991 | F | B | Parent | Elected |
| Carmen Pineda | 20 Nicole Road Quincy, FL 32351 | 850-363-9228 | F | H | Parent | Elected |
| Deputy Jones | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | M | B | Community | Elected |
| Barkley Security | 200 Providence Rd Quincy, FL 32351 | 850-442-9500 | M | B | Business | Elected |
| John Price | 1262 Henrietta Dr. Quincy, FL 32351 | 850-442-6567 | M | W | Parent | Elected |
| Stephaine Tolbert | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | F | B | Teacher | Elected |
| Sameteria Shaw | 64 N. Cleveland St Quincy, FL 32351 | 850-980-4837 | F | B | Student | Elected |
| Ronte Harris | 200 Providence Rd. Quincy, FL 32351 | 850-879-2531 | M | B | Teacher | Elected |
| Haston Johnson | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | M | B | Teacher | Elected |
| Tonya Crittenden | 3070 Providence Rd. Quincy, FL 32351 | 850-442-6598 | F | B | Parent | Elected |
| Sildavano Barrera | 201 Kever Lane Quincy, FL 32351 | 850-442-4139 | M | H | Parent | Elected |

| | | | | | | |
|---|---|---|---|---|---|---|
| Yasim Leon | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | F | B | Secretary | Elected |
| Gwen Streeter | 1127 Sherwood Lane Chattahoochee, FL 32324 | 850-663-4258 | F | B | Parent | Elected |
| Lelia Sailas | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | F | H | Staff | Elected |
| Jordan Gaines | 200 Providence Rd Quincy, FL 32351 | 850-524-086 | F | B | Student | Elected |
| Maria Pouncey | Quincy, FL 32351 | 850-875-3806 | F | H | Community | Elected |
| Pauline West | 200 Providence Rd. Quincy, FL 32351 | 850-442-9500 | F | B | Principal | Elected |
| Dedrica Streeter | 1127 Sherwood Lane Chattahoochee, FL 32324 | 850-663-4258 | F | B | Student | Elected |
| | | | | | | |
| | | | | | | |

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 12a

**DATE OF SCHOOL BOARD MEETING:** October 25, 2011

**TITLE OF AGENDA ITEM:** Approval of School Board Policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program).

**DIVISION:** Administration

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

**PURPOSE AND SUMMARY OF ITEM:**

Approval of Gadsden County School Board Policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program) is requested.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Rosalyn W. Smith

**POSITION:** Assistant Superintendent for Academic Services

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

GADSDEN COUNTY SCHOOL BOARD

REGULAR MEETING: October 25, 2011

Suggested script for amending and/or creating Gadsden County School Board Policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program).

( ) CHAIRPERSON

The next agenda item is Item Number ____ which includes consideration of, and action upon School Board Policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program). Based upon professional judgment and past experience, modifications or creation of these policies will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on October 25, 2011, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on policies 2.94 and 2.95. This hearing is being electronically recorded. The hour is now _____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action. At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.

( ) SUPERINTENDENT

Mr./Madam Chairperson, each member of the Board has been furnished a copy of the proposed policy previously described by you. I recommend that the Board amend and/or create policies 2.94 (Universal Breakfast Program) and 2.95 (Wellness Program).

( ) CHAIRPERSON — If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time.
(QUESTIONS, COMMENTS, ETC., IF ANY.)

( ) A MEMBER — Mr./Madam Chairperson, I move to amend and/or create policies 2.94 and 2.95.

( ) A MEMBER — I second the motion.

( ) CHAIRPERSON — There is a motion and a second to amend and/or create policies 2.94 and 2.95. Is there any further discussion? All in favor of the motion please say aye- All opposed… The policy has been amended and it is so ordered. The next item on the agenda is Item Number ____.

## UNIVERSAL BREAKFAST PROGRAMS 2.94

### GADSDEN COUNTY UNIVERSAL BREAKFAST POLICY:

In recognition of the documented evidence of the relationship to good nutrition and the increase in ability to learn and perform well in school, this policy is established for the implementation of Universal Breakfast Programs at the school level.

(1) Subsection (5)(a) of Section 1006.06, Florida Statutes provides that each "district school board shall implement school breakfast programs that make breakfast meals available to all students in each elementary school. By the beginning of the 2010-2011 school year, universal school breakfast programs shall be offered in schools in which 80 percent or more of the students are eligible for free or reduced-price meals. Each school shall, to the maximum extent practicable, make breakfast meals available to students at an alternative site location, which may include, but need not be limited to, alternative breakfast options as described in publications of the Food and Nutrition Service ("FNS") of the United States Department of Agriculture ("USDA") for the federal School Breakfast Program." Therefore, beginning in the 2010-2011 school year, all schools in the Gadsden County School District that meet the criteria stated above shall participate in the Universal Breakfast Programs.

(2) Furthermore, subsection (5)(c) of Section 1006.06, Florida Statutes, provides that each "district school board is encouraged to provide universal-free school breakfast meals to all students in each elementary, middle, and high school." Subject to the availability of funds and annual Board approval, beginning in the 2011-2012 school year, all schools in the Gadsden County School District shall also participate in the Universal Breakfast Program.

(3) Eligibility for the Universal Breakfast Program is by school and, therefore, will not transfer with a student to another school without the program.

(4) The policy for free and reduced meals will be followed for reimbursement claims to the Department of Education as required by USDA Regulations (CFR 7, Part 245).

(5) A school participating in a Universal Breakfast Program will allow all students 100% access to the meals. Strategies for delivering the meal will be shared by the school administration and FNS.

(6) It is the intent for school meal programs to be self sufficient, therefore, FNS will set participation targets for each school within the Universal Breakfast Program so that revenue received from the USDA covers the expenses to provide the Universal Breakfast Program. For the period of time that it takes the schools to reach their targets, the District shall cover the gap between the cost and revenue as provided for in subsection (5)(b) of Section 1006.06, Florida Statutes.

(7) The school administration and FNS will collect Free and Reduced Meal Applications from all students throughout the year. Students moving through the Point of Sale will be documented as required by USDA Regulations (CFR 7, Part 245).

DRAFT

(8) **Definitions**

(a) "Universal meals" will be reimbursable meals offered through the USDA Child Nutrition Program which is offered to all students at a school regardless of eligibility status for free or reduced price meals.

(b) "Reimbursable meal" means that the food served meets the standards for school meals as required by USDA Regulations (CFR 7, Part 210) and is therefore eligible for reimbursement.

**STATUTORY AUTHORITY:** **1006.06**

**LAW(S) IMPLEMENTED:** **CFR 7, Part 210; Section 1006.06, Florida Statutes**

**STATE BOARD OF EDUCATION RULE(S)** **6A-7.040 through 6A-7.045, F.A.C. ADOPTED:**

**HISTORY:** **ADOPTED: 00/00/0000**
**REVISION DATES:**
**FORMERLY:**

DRAFT

## UNIVERSAL BREAKFAST PROGRAMS 2.94

### GADSDEN COUNTY UNIVERSAL BREAKFAST POLICY:

In recognition of the documented evidence of the relationship to good nutrition and the increase in ability to learn and perform well in school, this policy is established for the implementation of Universal Breakfast Programs at the school level.

(1) Subsection (5)(a) of Section 1006.06, Florida Statutes provides that each "district school board shall implement school breakfast programs that make breakfast meals available to all students in each elementary school. By the beginning of the 2010-2011 school year, universal school breakfast programs shall be offered in schools in which 80 percent or more of the students are eligible for free or reduced-price meals. Each school shall, to the maximum extent practicable, make breakfast meals available to students at an alternative site location, which may include, but need not be limited to, alternative breakfast options as described in publications of the Food and Nutrition Service ("FNS") of the United States Department of Agriculture ("USDA") for the federal School Breakfast Program." Therefore, beginning in the 2010-2011 school year, all schools in the Gadsden County School District that meet the criteria stated above shall participate in the Universal Breakfast Programs.

(2) Furthermore, subsection (5)(c) of Section 1006.06, Florida Statutes, provides that each "district school board is encouraged to provide universal-free school breakfast meals to all students in each elementary, middle, and high school." Subject to the availability of funds and annual Board approval, beginning in the 2011-2012 school year, all schools in the Gadsden County School District shall also participate in the Universal Breakfast Program.

(3) Eligibility for the Universal Breakfast Program is by school and, therefore, will not transfer with a student to another school without the program.

(4) The policy for free and reduced meals will be followed for reimbursement claims to the Department of Education as required by USDA Regulations (CFR 7, Part 245).

(5) A school participating in a Universal Breakfast Program will allow all students 100% access to the meals. Strategies for delivering the meal will be shared by the school administration and FNS.

(6) It is the intent for school meal programs to be self sufficient, therefore, FNS will set participation targets for each school within the Universal Breakfast Program so that revenue received from the USDA covers the expenses to provide the Universal Breakfast Program. For the period of time that it takes the schools to reach their targets, the District shall cover the gap between the cost and revenue as provided for in subsection (5)(b) of Section 1006.06, Florida Statutes.

(7) The school administration and FNS will collect Free and Reduced Meal Applications from all students throughout the year. Students moving through the Point of Sale will be documented as required by USDA Regulations (CFR 7, Part 245).

GCSB
NEW: 10/25/2011

(8) **Definitions**

(a) "Universal meals" will be reimbursable meals offered through the USDA Child Nutrition Program which is offered to all students at a school regardless of eligibility status for free or reduced price meals.

(b) "Reimbursable meal" means that the food served meets the standards for school meals as required by USDA Regulations (CFR 7, Part 210) and is therefore eligible for reimbursement.

**STATUTORY AUTHORITY:** **1006.06**

**LAW(S) IMPLEMENTED:** **CFR 7, Part 210; Section 1006.06, Florida Statutes**

**STATE BOARD OF EDUCATION RULE(S)** **6A-7.040 through 6A-7.045, F.A.C. ADOPTED:**

**HISTORY:**

**ADOPTED: 00/00/0000**
**REVISION DATES: _____**
**FORMERLY:**

## WELLNESS PROGRAM 2.95*+

### I. Philosophy

The Gadsden County School Board believes that students who begin each day as healthy individuals will increase health awareness, promote positive lifestyles, decrease the risks of disease and enhance the quality of life for children, staff and district level personnel. The Board also believes that a healthy staff can effective staff and that healthy staff members can serve as role models for healthy lifestyles. This policy encourages a holistic approach to staff and student wellness that is sensitive to individual and community needs.

### II. Nutrition Goals and Guidelines

* To promote good nutrition for students and staff.

* To provide meals that are appealing and attractive and served in clean and pleasant settings.

* To establish guidelines for content and portion size of food and beverages in vending machines located at schools and at other worksites.

A. **Nutrition.** The Gadsden County Food Services Department will continue to emphasize meals that meet nutrition standards established by the USDA, conform to good menu planning principals and feature a variety of healthy choices that are tasty, attractive and of excellent quality. Academic performance and quality of life issues are affected by the choices and availability of good foods in our schools. Healthy foods support student physical growth, brain development, resistance to disease, emotional stability and ability to learn.

(1) Nutrition guidelines that continue to use food preparation techniques to provide school meals which are lower in saturated fats, sodium, sugar and served in appropriate portion sizes consistent with USDA standards shall be established for all foods offered by the district's Food Services Department. Menu and product selection shall utilize students, parents, staff and community advisory groups whenever possible.

(2) Guidelines for reimbursable meals shall not be less restrictive than federal and state regulations require.

(3) A la carte offerings to students shall be nutritious foods selected with input from students, parents and staff.

(4) Snack and vending standards shall provide for single serving snacks that meet at least two, and preferably three of the following: low sodium, low fat, low sugar and one or more grams of fiber per serving. Low fat and fat free snacks, baked chips, oven baked French fries, assorted salads, fresh fruit, yogurt plates, granola bars and trail mix will be made available. Beverages shall include water, 50%-100% fruit-based or vegetable based juice with no added sweeteners, non-fat, low fat, plain or flavored milk in cartons and "chugs". Electrolyte replacement beverages will be available in secondary schools.

(5) Meal times will be scheduled at appropriate times within the academic time frame of the school site allowing for a minimum of ten (10) minutes to eat breakfast and twenty (20) minutes to eat lunch, after being seated.

(6) Shall provide and encourage participation in the school breakfast program.

(7) Shall sponsor a summer nutrition program consistent with Florida Statues.

(8) Shall provide nutritional staff training for food service and school site staff as well as students families, through pamphlets, school news letters and web sites.

(9) Shall encourage and assist with participation of eligible students in the free and reduced price meal program.

(10) Classroom activities shall be provided to all students that include hands-on applications of good-nutrition practices that promote health and reduce obesity.

(11) School staff will be encouraged to consider not using food as a reward, celebrations and school sponsored events for students, especially that of low nutritional value.

(12) Schools should encourage organizations to sell non-food items or nutritious food items for fundraiser, rather than candy or other low nutritional-value food as fundraiser item choice.

B. **Health Education and Life Skills.** Healthy living skills will be taught by a licensed or certified or trained instructor as part of a regular instructional program that provides the opportunity for all students to understand and practice concepts and skills related to health promotion and disease prevention.

(1) Each school community shall value and promote sequential skill-based health education

(2) Students shall have access to valid and useful health information and health promotion products and services.

(3) Students shall have the opportunity to practice behaviors that enhance health and/or reduce health risks.

(4) Students shall be taught communication, goal setting and decision making skills that enhance personal, family and community health.

## III. Physical Education Goals and Guidelines

* To provide a physical education program that emphasizes physical fitness and healthy lifestyles.

* To provide a physical education program that includes the development of positive attitudes toward wellness and physical activity, safety guidelines, responsible behavior in physical activity settings, appreciation for a variety of physical activities, and understanding of the relationship between physical activity and wellness.

* To encourage and assist students to set personal fitness goals.

A. **Physical Education and Activity.** Physical education, taught by a certified instructor, is the core of each school's instructional program that provides the opportunity for all students to develop the skills, knowledge and attitudes necessary to participate in a lifetime of healthful physical activity.

(1) School physical education programs shall provide for individual student skill acquisition, individual practice and a sequential curriculum that will develop an enjoyment of life-long participation in fitness activities.

(2) Students shall be supported in setting and meeting personal fitness goals that result in the achievement and maintenance of a health enhancing level of physical fitness.

(3) Students shall be provided the opportunities for enjoyment, challenge, self-expression and social interaction that will lead to a physically active lifestyle.

## IV. Health and Safety Goals and Guidelines

* To provide a comprehensive health and safety education program for students.
* To maintain a school and worksite environment that is free from tobacco.

A. **Healthy and Safe Environment.** A healthy and safe environment for all, before, during and after school supports academic success. Safer communities promote healthier students. Healthier students do better in school and make greater contributions to their community.

(1) District buildings and grounds, structures, buses and equipment shall meet current standards and be kept inviting, clean, safe and in good repair.

(2) District buildings shall maintain an environment that is free of tobacco, alcohol and other drugs.

(3) Safety procedures and appropriate training for students and staff shall support personal safety and a violence and harassment free environment.

(4) Each work site, school and classroom shall work to create an environment where students, parents/guardians and staff are respected, valued and accepted with high expectations for personal behavior and accomplishments.

B. **Social and Emotional Well-Being.** Programs and services that support and value the social and emotional well being of students, families and staff build a healthy school environment.

(1) Each school shall provide a supportive environment that encourages students, families and staff to request assistance when needed and links them to school or community resources.

(2) Students shall be provided the skills to express thoughts and feelings in a responsible manner and give and receive support from others.

(3) Students shall be taught to understand and respect the differences in others and how to build positive interpersonal relations.

(4) Students and staff shall be encouraged to balance work with recreation and be aware of stresses that may interfere with health development.

C. **Health Services.** An effective health care delivery system that promotes academic achievement by providing appropriately trained personnel to respond to health needs of students.

1. Primary coordination of health services shall be through the school health coordinator with the support and direction of the Gadsden County School District and the Gadsden County Health Department.

2. Gadsden County School District shall collaborate with community health liaisons and resources to promote health and wellness for students, families, staff and community.

3. A coordinated program of accessible health services shall be provided to students and staff and shall include violence prevention, school safety, communicable disease prevention, health screening, community health referrals, immunizations, parenting skills, first aid and other priority health education topics.

## V. Family and Community Involvement Goals and Guidelines

* To promote the involvement of families in wellness activities.

* To promote nutritional awareness by families.

* To sponsor family wellness activities at schools and worksites

A. **Family, School and Community Partnership.** Long term effective partnerships improve the planning and implementation of health promotion projects and events within each school and throughout the community.

(1) Family, student and community partners shall be included in school and district wellness planning processes.

(2) The equality and diversity of the school and district community shall be valued in planning and implementing wellness activities.

(3) Community partnerships shall be developed as a resource for school and district programs, projects, activities and events.

(4) Schools and the district shall actively develop and support the engagement of students, families and staff in community enhancing activities at the school or throughout the community.

B. **Staff Wellness.** The district and each work site shall establish a staff committee to assist in identifying and supporting the health, safety and well-being of site staff.

(1) Each school and district site shall be in compliance with drug, alcohol and tobacco free policies.

(2) Each school and district site shall insure a safe, accessible and productive work environment free from physical dangers and emotional threat.

(3) Employee vending machines shall include food and beverages that are low in fat, sugar and/or calories.

## VI. Monitoring

Proper monitoring is an essential component in determining if a policy and its procedures are meeting the intended goals. It also provides valuable input to update and improve the process of meeting the intended objectives

The Superintendent shall designate one or more persons within the Local Education Agency (LEC) charged with operational responsibilities to ensure that the schools meet the local Wellness Policy.

The Superintendent shall direct the Wellness Advisory Committee (WAC) to monitor and review the district-wide Wellness Policy and related procedures. WAC is an ongoing established committee consisting of District staff as well as representatives from the public and private sectors.

The WAC shall:

- Monitor the implementation of the wellness program.
- Prepare a questionnaire to be completed at each school site that monitors the progress of the program and tracks the success toward meeting the goals of the policy.
- Assess annually and compare data to previous year.
- Report the results of the annual assessment to the Superintendent and the School Board.
- Recommend modifications in this policy and/or the program, if appropriate, after analyzing the assessment data.

**VII.** The Wellness Program shall meet the requirements of the National School Lunch Act and the Child Nutrition Act of 1966.

## CHAPTER 2.00 – SCHOOL BOARD GOVERNANCE AND ORGANIZATION

**STATUTORY AUTHORITY:** 1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:** P.L. 108-265, SECTION 204
NATIONAL SCHOOL LUNCH ACT (42 USC 1751 *et seq.*)
CHILD NUTRITION ACT OF 1966 (42 USC 1771 *et seq.*)
1001.43, 1006.06, 1006.0606, F.S.

**STATE BOARD OF EDUCATION RULE(S)** 6A-7.0411

**HISTORY:**
ADOPTED: 6/27/2006
REVISION DATES: _____
FORMERLY: NEW