AGENDA

REGULAR SCHOOL BOARD MEETING

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

August 22, 2023

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. July 25, 2023, 4:30 p.m. School Board Financial Workshop
 - b. July 25, 2023, 6:00 p.m. Regular School Board Meeting
 - c. August 1, 2023, 6:00 p.m. Tentative Budget Hearing
 ACTION REQUESTED: The Superintendent recommends approval.
- 6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #5**
 - a. Personnel 2022 2023

ACTION REQUESTED: The Superintendent recommends approval.

b. Personnel 2023 – 2024

ACTION REQUESTED: The Superintendent recommends approval.

- 7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS
 - a. Articulation Agreement 2023 2024 GCSB and FAMU **SEE PAGE #9**

Fund Source: FEFP Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. Memorandum of Understanding between the Gadsden County School Board and Panhandle Therapy Center (PTC) - **SEE PAGE #24**

Fund Source: N/A Amount: \$0

ACTION REQUESTED: The Superintendent recommends approval.

c. Memorandum of Understanding between the School Board of Gadsden County and Elder Care Services – **SEE PAGE #34**

Fund Source: FEFP

Amount: \$15,003.00

ACTION REQUESTED: The Superintendent recommends approval.

d. Contractual Agreement between Gadsden County School Board and Positive Behavior Supports Corp. - **SEE PAGE #44**

Fund Source: IDEA / Mental Health Grant

Amount: Registered Behavior Technician: \$40.00 per hour (as needed)

Board Certified Behavior Analyst: \$85.00 per hour (as needed)

ACTION REQUESTED: The Superintendent recommends approval.

e. 2023 – 2024 Mental Health Application - **SEE PAGE #51**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

f. Memorandum of Understanding between Gadsden County School Board and Healing Hearts Music Therapy - SEE PAGE #69

Fund Source: General Funds / MOE

Amount: 60 Minute Session (includes documentation and group music

therapy) - \$60.00

Written Mid-year Evaluation (minimum 9.5 hours) as requested

\$60.00/hour

ACTION REQUESTED: The Superintendent recommends approval.

g. Head Start 2023 – 2024 Non-Competing Refunding Application **SEE PAGE #137**

Fund Source: Head Start Amount: \$2,614,013.00

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

a. Replacement of Gadsden County High School Marquee – **SEE PAGE #232**

Fund Source: ESSER Amount: \$45,606.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Order Request for PPM Sports Turf for Pest and Weed Control Services for Athletic Fields-District-Wide – **SEE PAGE #239**

Fund Source: GCHS – 1100E 5900 3900 0051 31000

WGMS - 1100E 5900 3900 0052 31000 HMS - 1100E 5900 3900 0091 31000

Amount: GCHS - \$15,661.74

WGMS - \$12,940.84 HMS - \$2.684.06

ACTION REQUESTED: The Superintendent recommends approval.

c. Purchase Order Request for Osceola Supply for Custodial Supplies SEE PAGE #247

Fund Source: ESSER 2 Amount: \$150,000.00

ACTION REQUESTED: The Superintendent recommends approval.

d. Purchase Order Request for Johnson Controls Fire Protection LP for District Wide Fire Alarm System Services – SEE PAGE #306

Fund Source: Annual Compliance Testing / Documentation 1100E 8100 3900 9020 99999 - \$45,000,00

Service and Maintenance

1100E 8100 3500 9020 09990 - \$75,000.00

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

a. GCHS Football Team, Cheerleaders and Band Out-of-State Field Trip Request SEE PAGE #386

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. 2023 – 2024 Official District-Wide Assessment Calendar – **SEE PAGE #398**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. 2023 – 2024 Student Progression Plan – **SEE PAGE #414**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 11. SCHOOL BOARD REQUESTS AND CONCERNS
- 12. ADJOURNMENT

6a & b

THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools

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

www.GadsdenSchools.org

August 22, 2023

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 2022-2023 Item 6B Instructional and Non-Instructional Personnel 2023-2024

The following reflects the total number of full-time employees in this school district for the 2023-2024 school term, as of August 22, 2023.

	DOE	#Employees
Description Per DOE Classification	Object#	August 2023
Classroom Teachers and Other Certified	120 & 130	294.00
Administrators	110	55.00
Non-Instructional	150, 160, & 170	<u>365.00</u>
		714.00
Part Time Instructional		4.00
Part Time Non Instructional		1.00
Total		5.00
100% Grant Funded		147.00
Split Grant Funded		19.00
Total Grant Funded of 714 Employees		166.00

Sincerely,

Bijah Kew√Jr.

Superintendent of Schools

Cathy S. Johnson DISTRICT NO. 1 Havana, FL 32333 Midway, FL 32343 Steve Scott DISTRICT NO. 2 Quincy, FL 32351 Havana, FL 32333 Leroy McMillan. DISTRICT NO. 3 Chattahoochee, FL 323324 Greensboro, FL 32330 Charlie D. Frost DISTRICT NO. 4 Gretna, FL 32332 Quincy, FL 32352 Karema D. Dudley DISTRICT NO. 5 Quincy, FL 32351

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023

INSTRUCTIONAL

Name Location Position Effective Date

NON INSTRUCTIONAL

Name Location Position Effective Date

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

RESIGNATION

Name **Effective Date** Location **Position** Baker, Deja **CPA** Educational Paraprofessional 06/02/2023 Belneau, Kamaria **HMS** Teacher 06/02/2023 Sanger, Corelia District/ESE **Program Specialist** 06/30/2023 Sanon, Tracey **JASMS** Teacher 06/02/2023

TRANSFERS Location/Position Location/Position

Name Transferring From Transferring To Effective Date

DROP RETIREMENT

Name Location Position Effective Date

RETIREMENT

NameLocationPositionEffective DateMunroe, SonjaJASMSEducational Paraprofessional06/30/2023

AGENDA ITEM 6B INSTRUCTIONAL AND NON INSTRUCTIONAL 2023/2024

INSTRUCTIONAL

INSTRUCTIONAL			
Name	Location	Position	Effective Date
Biondo, Gino	HMS	Teacher	08/03/2023
Bork, Ronald	GCHS	Teacher	08/03/2023
Clarke, Shauna-Kay	SSES	Teacher	08/03/2023
Davidson, Ruthann	SSES	Teacher	08/03/2023
Dilworth-Porter, Latasha	GEMS	Teacher	08/03/2023
Durrenberger, Daniel	JASMS	Teacher	08/03/2023
Ennels, Brandi	GCHS	Teacher	08/03/2023
Freeman, Kyra	WGMS	School Counselor	08/11/2023
Grandison, Sophia	CES	Teacher	08/03/2023
Green, Erica	CES	Teacher	08/03/2023
Griffin, Benita	District/ESE	School Psychologist	08/01/2023
Hinson, Ciara	GTC	Teacher	08/14/2023
Horne, Shyrelle	GCHS	Teacher	08/03/2023
Howell, Sheryl	SSES	Teacher	08/03/2023
Imani, Shabakara	JASMS	Teacher	08/03/2023
Johnson, Wineisha	SSES	Teacher	08/03/2023
Keaton, Kaedretis	SSES	Teacher	08/03/2023
King, Marcelete	JASMS	Teacher	08/03/2023
Knox, Brittany	GWM	Reading Coach	08/03/2023
Koller, Bryan	JASMS	Media Specialist	08/03/2023
Lamb, Kristy	SSES	Teacher	08/03/2023
Lee, Edward	CPA	Teacher	08/03/2023
Lee, Hannah	JASMS	Teacher	08/03/2023
Leprell, John	JASMS	Teacher	08/08/2023
Madry, Cecelia	WGMS	Teacher	08/03/2023
Massock, Mbu Susan	CPA	Teacher	08/03/2023
McClendon, Marilyne	PreK/Headstart	Teacher	08/03/2023
Parker, Jennifer	JASMS	Teacher	08/03/2023
Parrish, Bobby	JASMS	Teacher	08/03/2023
Robinson, Tony	WGMS	Teacher	08/03/2023
Spencer Auber, Eric	JASMS	Teacher	08/03/2023
Summerwell, Rochelle	JASMS	Teacher	08/03/2023
Weaver, Karen	HMS	Teacher	08/03/2023
Williams, Bakari	District/ESE	Teacher	08/03/2023
Williams, Sonja	GWM	Teacher	08/03/2023

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	Effective Date
Barnes, Erica	GCHS	Secretary	08/08/2023
Bradley, Terry	WGMS	Educational Paraprofessional	08/03/2023
Fields, Demond	JASMS	Custodial Assistant	08/02/2023
Jones, Morhonda**	GBES	SFS Manager	08/08/2023
Jones, Nickitra	District	Coord.	08/14/2023
Mercer, Shinita	PreK/Headstart	PreK Program Assistant	08/03/2023
Maldonado, Yuliza	JASMS	Educational Paraprofessional	08/03/2023
Peterson, Lewesa	HMS	SFS Worker	08/08/2023
Robinson, Chiquita	HMS	Custodial Assistant	08/03/2023
Russ, Gary	District/ESE	School Social Worker	08/14/2023
Thomas, Randolph	WGMS	SFS Worker	08/08/2023
Wilson, Virginia	CPA	Educational Paraprofessional	08/03/2023
Woolcock, Chazia	HMS	Educational Paraprofessional	08/09/2023

^{**} Corrected date from July 25, 2023 board meeting

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

LEA	V	E
-----	---	---

Name	Location/Position	Beginning Date	Effective Date
Burns, Patricia	GWM/Teacher	08/03/2023	05/29/2024
Davis, Tyrone	Transportation/ Bus Driver	08/10/2023	12/22/2023
Hill, Kennedy	District/ESE/ School Social Worker	07/20/2023	08/03/2023
Jackson, Willie	CPA/Principal	08/14/2023	09/15/2023

RESIGNATION

Name	Location	<u>Position</u>	Effective Date
Bush, Tiera	PreK/Headstart	Educational Paraprofessional	07/27/2023
Esland, Sheronda	WGMS	Educational Paraprofessional	07/31/2023
Howard, Abdual	JASMS	Teacher	07/17/2023
Hunter, Travonna	District	Coord of Assessment	08/18/2023
Jackson, Keith	GCHS	Assistant Principal	08/11/2023
Jordan, Shontel	Transportation	Mechanic II	08/18/2023
Mason, Ke'Ambernique	GCHS	Educational Paraprofessional	08/01/2023
Massock, Mbu Susan*	GWM	Educational Paraprofessional	07/18/2023
Peterson, Brenda	WGMS	PT Educational Paraprofessional	08/11/2023
Russ, Gary*	JASMS	Teacher	08/11/2023
Shazer, Markita	GWM	School Safety Guardian	07/20/2023
Williams, Derrick	GCA	Teacher	07/27/2023

^{*}Resigned to accept another position within the District

TRANSFERS	Location/Position	Location/Position	
Name	Transferring From	Transferring To	Effective Date
OuYang, Chih-Li	JASMS/Ed. Paraprofessional	SSES/ Ed. Paraprofessional	08/09/2023

TERMINATIONS

Name	Location	<u>Position</u>	Effective Date
March, Bernard	GTC	School Safety Guardian	08/07/2023
Palm, Efren	CES	School Safety Guardian	08/11/2023

DROP RETIREMENT

<u>Name</u>	Location	<u>Position</u>	Effective Date
Jackson, Rosemary	Transportation	Bus Aide	08/31/2023

RETIREMENT

Name	Location	<u>Position</u>	Effective Date
Kenon, Geraldine	WGMS	Custodial Assistant	08/28/2023

OUT OF FIELD

Name	Location	Area out of Field	Number of Periods
Ennels, Brandi	GCHS	English	All Periods
Gray, John	GCHS	ESE	All Periods
Johnson, Wineisha	SSES	Elementary Ed.	All Periods
Keaton, Kaedretis	SSES	Physical Ed.	All Periods
Kelly, Tracy	GWM	ESE	All Periods
Lee, Edward	CPA	ESE	All Periods
Massock, Mbu Susan	CPA	Math (6-12)	All Periods

SUBSTITUTES Teacher Belneau, Kamaria Belneau, Kamaria Brown, Daphne Combs, Eugenia Franklin, Stone Hargrett, Bianca Milton, Paula Price, Destini Sapp, Glenn

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO	<u>/a</u>
DATE OF SCHOOL BOA	RD MEETING: August 22, 2023
TITLE OF AGENDA ITE	M: Articulation Agreement 2023-2024 GCSB and FAMU
DIVISION:	
This is a CONTINUA	ATION of a current project, grant, etc.
PURPOSE AND SUMMA	RY OF ITEM:
Agreement between the Sch	item is to request board approval of the Dual Enrollment Articulation ool Board of Gadsden County and Florida A & M University students for the 2023-2024 school term.
FUND SOURCE:	FEFP
AMOUNT:	NA
PREPARED BY:	Sylvia R. Jackson, Ed.D.
POSITION:	Assistant Superintendent for Support Services
INTERNAL	INSTRUCTIONS TO BE COMPLETED BY PREPARER
_1 Number of ORIGIN	IAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIC	SNATURE: page(s) numbered13
CHAIRMAN'S SIGNATUI	RE: page(s) numbered13
REVIEWED BY:	



TRANSMITTAL

Date:	August 4, 2023
	Tamaria Williams
To:	Academic Affairs
F	
From:	Cornelia Collins, Executive Secretary Office of the General Counsel
	Office of the General Counsel
Re:	Articulation Agreement b/t FAMU and School Board of Gadsden County. Florida 2023-2024
Action:	Please correct and return to me. Per your request. For your information. Please reply at your earliest convenience. Please advise. Please take appropriate action.
Commen	ts:
The agre	ement has been reviewed and approved. Agreement is enclosed for you to further process
and obtain	in all necessary signatures. Should you have any questions, please contact me. Thank you,
CLC/cc	

Enclosures

School Board of Gadsden County, Florida Florida A&M University

THIS Agreement entered into by and between the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the "School Board" and FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES, a public body corporate existing under the laws of the state of Florida, for and on the behalf of FLORIDA A&M UNIVERSITY, and hereafter referred to as the "University" or "FAMU" effective as of the last date signed. This amended Agreement shall be renewed in accordance with s. 1007.271, Florida Statutes.

WITNESSETH

WHEREAS the University and the School Board agree to provide articulated accelerated learning mechanisms through dual enrollment for eligible Gadsden County Public School students who wish to shorten the time necessary to complete the requirement for obtaining a college/university degree, broaden the scope of curricular options, or increase the depth of study available for a particular subject, and

WHEREREAS the University offers courses and programs which will enhance accelerated learning opportunities for qualified students in Gadsden County high schools, and

WHEREAS the School Board wishes to make courses and programs available to qualified students who are enrolled in its public high schools, and WHEREAS the common objective of providing such educational services may best be achieved in the most economical manner through joint and coordinated action between the University and the School Board; and

WHEREAS Florida Statutes 1007.23 and 1007.271, Florida State Board of Education Administrative Rule 6A-10.024, and State University System of Florida Board of Governors (BOG) Regulation 6.006 provide a mechanism for achieving this common objective.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

The Articulation Agreement for the School Board and University are completed annually and submitted to the Department of Education by the University by August 1 of each year.

A. Program Requirements and Allowances

1. A ratification or modification of all existing Articulation Agreements. Once both boards sign the Articulation Agreement, the Agreement will be active for the upcoming academic year and will nullify all previously signed agreements. Legislative changes that occur after the final draft of this document which impact the 2023-2024 academic year will take precedence. If both parties mutually agree, may be renewable for one (1) additional two (2) year period.

School Board of Gadsden County, Florida Florida A&M University

- 2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.
 - a. References to *students* in this document mean any student enrolled in a public Gadsden County School, including Crossroads Academy Charter School and Virtual School.
 - b. FAMU will provide information to the schools regarding requirements for participation in, and the educational benefits to be derived from Dual Enrollment or other accelerated programs.
 - c. The schools, in turn, will utilize printed, published, electronic or other media to inform students and parents of the availability of the dual enrollment program, program requirements, educational benefits, and courses currently offered. The School Board will also determine if dual enrollment meets the individual's educational needs, determine if the courses requested are currently offered by the individual's school and obtain a written intent to pursue a post-secondary education and signed reimbursement requests.
 - d. The University will post application deadlines and registration dates on its Dual Enrollment website.
 - e. The University's Dual Enrollment Coordinator will work with the University's Registrar staff to ensure district and school officials are aware of targeted Dual Enrollment registration activities.
 - f. The University's Dual Enrollment Coordinator will work with district and school officials on targeted Dual Enrollment recruiting activities.
- 3. A delineation of courses and programs available to students eligible to participate in dual enrollment.
 - a. Courses to be provided by the University under this agreement will be mutually agreed upon by FAMU and the School board, and will avoid unnecessary duplication of existing courses in grades nine (9) twelve (12). Current law allows for any course in the Statewide Course Numbering System, except developmental education courses and physical education and other courses that focus on physical execution of a skill rather than the intellectual attributes of the activity.
 - b. Postsecondary courses in foreign languages, mathematics, English, sciences, social studies, computer science, performing or visual arts, applied technology, and any other classes that comply with applicable state regulations will be counted toward meeting the graduation requirement of §1003.4282, Florida Statute (2021).
 - c. Students (age eighteen [18]) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive permission of their school principal and parent/guardian before participating. If the permission is granted, the student will be exempt from

School Board of Gadsden County, Florida Florida A&M University

the payment of registration, matriculation, and laboratory fees. However, the student is responsible for the full cost of travel.

- 4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.
 - A. Students and the parent/guardian of students wishing to pursue participation in dual enrollment must contact their school guidance counselors to discuss admissions criteria and to obtain the necessary application information. School guidance counselors may contact the University's Dual Enrollment Coordinator for application packets and information. Application packets and registration information can be found on the University's dual enrollment website.
 - B. The student must be in the ninth grade (to ensure readiness for college); must have a 3.0 unweighted high school grade point average; must have an appropriate score on the SAT, ACT, PERT, or ACCUPLACER as listed below; and must meet any course requirements as set forth in the University undergraduate catalogue. Special dual credit enrollment programs may have admission requirements different from the above, i.e., limited access programs. These courses will be beyond the scope of this agreement.

	SAT	ACT	PERT	ACCUPLACER (Next Generation)	ACCUPLACER	
Reading	eading 25 21		106	245	83	
Math	25	21	114	242	72	
Writing	26	18	103	245	83	

- C. The college-level courses offered through the University dual credit enrollment program must be coordinated through the curriculum offices of the University and the School Board. The student is responsible for requesting and providing the documents needed for eligibility to their guidance counselor. The Dual Enrollment Coordinator must receive all documentation by the posted application deadlines. If a student does not meet eligibility criteria or does not submit the paperwork by the posted deadline, the FAMU Dual Enrollment Coordinator will contact the school counselor. The school counselor is responsible for contacting the student.
- D. Once all documents are received and verified by the FAMU Dual Enrollment Coordinator, the packet will be forwarded to the University's Registrar Office for processing. Once the student is fully admitted and registered for course(s) a roster is sent to the counselor if the courses are offered at the high school. If the student is attending courses on the campus, the Registrar's Office will send an email to the student and counselor with their enrollment schedule.
- E. High school freshmen may register for three (3) credit hours only during the fall and spring terms. Sophomores may register for no more than six (6) credit hours during the fall and spring term. Rising juniors and seniors may enroll in nine (9) credit hours during the summer before their junior and senior year. Juniors may

School Board of Gadsden County, Florida Florida A&M University

enroll in a maximum of nine (9) credits during the fall and spring terms. Seniors are able to enroll in up to 15 credit hours during the fall and spring terms.

	Fall Credit Hours	Spring Credit Hours	Summer Credit Hours*	Total
Freshmen	3	3	0	6
Sophomores	6	6	9	21
Juniors	9	9	9	27
Seniors	15	15		30

5. List of any additional initial student eligibility requirements for participation in the dual enrollment program.

- A. The University agrees to permit high school students enrolled in a public high school in Gadsden County, who have been certified by their principals as qualified, to dually enroll in regularly offered courses listed and described in the University's undergraduate catalogue as satisfying general education/liberal arts requirements, under the provisions of Florida Statutes, applicable state rules or regulations.
- B. Students may lose the opportunity to participate in the dual enrollment program if their behavior or actions are disruptive to the classroom learning process. Dual enrollment students are to be held to the FAMU Academic Honesty Policy and the Student Code of Conduct. Specific conduct guidelines which outline the student compliance and expectations can be found in the FAMU Student Code of Conduct.
- C. Dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of classes except for documented extenuating circumstances approved by both the FAMU University Registrar or designee and the school guidance counselor. If a student is determined to be "not fee liable" for a medical or other course drop after this date, FAMU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore, must comply with all academic policies outlined in the FAMU University Regulations.
- D. Student progress subsequent to enrollment in dual credit enrollment courses shall be monitored by individual student assessment. To remain in a dual credit enrollment program, each student must successfully complete each dual credit enrollment course with a grade of "C" or better. The University shall be solely responsible for determining the enrolled student's status and grades in accordance with standard University policies and regulations. Successful completion of dual credit enrollment courses does not ensure admission to the University.

School Board of Gadsden County, Florida Florida A&M University

- E. Students interested in enrolling in MAC 1105 must complete the ALEKS exam. Students and counselors may contact the University's Testing Services Bureau famutesting@famu.edu or (850) 599-3333 to receive access to required ALEKS prep modules prior to taking the ALEKS to determine the appropriate college level math course for enrollment. The student must score, at minimum, a 30 on the ALEKS in order to register for MAC 1105.
- 6. A delineation of the high school credit earned for the passage of each dual enrollment course.
 - A. Credit will be awarded in accordance with the Florida Department of Education Dual Enrollment Course High School Subject Area Equivalency List as satisfying secondary and postsecondary degree requirements. The list can be found here https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf
 - B. Current law allows for any course in the Statewide Course Numbering System (SCNS) to be offered as dual enrollment, with the exception of remedial courses and Physical Education skills-based courses. Physical Education courses that can be offered for dual enrollment are limited to those that satisfy the personal fitness requirement. Three credit (or equivalent) postsecondary courses taken through dual enrollment that are not listed on this list shall be awarded at least 0.5 high school credits either as an elective or subject area credit as determined by the local school district. Postsecondary courses that are offered for fewer than three (3) credits may earn less than 0.5 high school credit.
 - C. Courses indicated as Postsecondary General Education Core Subject Area courses (GE Core), may also be applied to the General Education Core requirements for an undergraduate degree from a public postsecondary institution in Florida. Students should check with their postsecondary institution regarding these requirements.
- 7. A description of the process for informing students and their parents of collegelevel course expectations.
 - A. The University agrees to permit students enrolled in a public secondary school in Gadsden County, who have been certified by the guidance counselor or principal/designee as qualified, to dual enroll each semester, based on grade level classification, in courses included on the Florida Department of Education Dual Enrollment Course-High School Subject Area Equivalency List. The list includes courses that satisfy statewide general education core requirements (pursuant to s. 1007.25, Florida Statutes), courses for which statewide general education core courses are prerequisites, foreign language course sequences up to the intermediate level, and other courses specifically selected for inclusion in the dual enrollment program at FAMU. All courses on the list satisfy secondary and postsecondary degree requirements.

School Board of Gadsden County, Florida Florida A&M University

- B. Courses completed through the University dual credit enrollment program may qualify for high school credit and for regular university credit to be applied toward specific degree requirements of the University. In no event will a physical education course, college- preparatory or pre-collegiate instruction courses offered by the University be considered to be a qualified course under this agreement. Courses to be offered by the University will under no circumstances duplicate a course(s) offered in the individual's high school. The University reserves the right to cancel a course due to insufficient enrollment.
- C. Dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.

- A. Student progress subsequent to enrollment in dual credit enrollment courses shall be monitored by individual student assessment. To remain in a dual credit enrollment program, each student must successfully complete each dual credit enrollment course with a grade of "C" or better. The University shall be solely responsible for determining the enrolled student's status and grades in accordance with standard University policies and regulations. Successful completion of dual credit enrollment courses does not ensure admission to the University.
- B. The University will notify the student of earned grades as is regularly done with University students. In addition, an official University document will be forwarded to the appropriate high school indicating earned grades for each participating student provided suitable authorization is submitted to the University for such disclosure.

9. The registration policies for dual enrollment courses as determined by the postsecondary institution.

- A. Dual Enrollment at FAMU Tallahassee campus is administered by the Office of the Registrar in the Center for Access and Student Success located at 1735 Wahnish Way, Suite 206, Tallahassee, Florida. Application materials and instructions are provided on the Dual Enrollment website.
- B. Dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of classes except for documented extenuating circumstances approved by both the FAMU University Registrar or designee and the school guidance counselor. If a student is determined to be "not fee liable" for a medical or other course drop after this date, FAMU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore, must comply with all academic policies outlined in the FAMU University Regulations.

School Board of Gadsden County, Florida Florida A&M University

- C. Academic Support. Dual enrollment students will have access to academic support services at FAMU, including academic advising; libraries; student disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction.
- D. Mature Course Content. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.
- 10. Exceptions, if any, to the professional rules, guidelines, and expectations state in the faculty or adjunct faculty handbook for the postsecondary institution. All School Board employees serving as dual enrollment faculty approved to teach college courses under this agreement will annually attend a new faculty or adjunct pre-planning conference conducted by the University. All faculty resources for the university can be found at http://www.famu.edu/administration/division-of-academic-affairs/faculty-resources.php.
- 11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.
 - A. The school board will annually assess the demand for dual enrollment and provide that information to the University for assistance in planning classes in the University scheduling system.
 - B. FAMU will be responsible for ensuring that the quality of instruction provided dual enrollment students is comparable to that afforded other FAMU students. To this end, the following will apply to dual enrollment courses taught on high school campuses:
 - The course syllabus must be provided to students and filed with the University academic chairperson before the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at FAMU.
 - Textbooks, technology, and instructional materials used in dual enrollment courses must be the same or comparable with those used in course taught on the FAMU campus. If not identical, they must be approved by the discipline chairperson at FAMU.
 - For academic disciplines where a departmental exam is used, the final exam will be provided to the school Board's Dual Enrollment faculty by the University in a timely fashion to ensure availability before the scheduled administration dates.
 - C. The high school principal, or his/her designee, will recommend qualified high school teachers as instructors for Dual Enrollment courses to be taught during the regular school day or extended school day on high school campuses. To be qualified, faculty selected to teach Dual Enrollment classes must submit a

School Board of Gadsden County, Florida Florida A&M University

completed New Courtesy Appointment packet with all requested documentation, including official postsecondary transcripts to the FAMU Dual Enrollment Coordinator. The coordinator will review the packet prior to submitting documents to the University's Provost/Division of Academic Affairs.

- D. In the absence of qualified high school teachers, the University may provide adjunct instructors to teach dual enrollment courses on the high school campus, if such arrangements are approved by the University's Provost/Vice President of Academic Affairs. In each case, once an academically qualified instructor is identified he/she must meet all of the requirements established by the School Board before having contact with the students. The process will be coordinated through the School Board by an appropriate member of personnel.
- E. All instructors, regardless of location must meet the University's faculty credentialing requirements set by the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) *Principles of Accreditation:*Foundations for Quality Enhancement, Current Edition (section 3.7.1).
- F. Dual Enrollment courses taught on a high school campus may not be combined with any non-college credit high school course.
- G. As is appropriate for college level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age or maturity.
- H. Any course, discipline, college, or system wide learning assessments required by the University in non-dual enrollment sections of a course will also be administered in all dual enrollment sections of the course.
- 1. The University will analyze student performance in dual enrollment course offerings on high school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations will be shared and reviewed with School Board administrators and principals.
- J. The University and School Board will design strategies for collaborative professional development to improve Dual Enrollment counseling and instructional efficacies, encourage teacher utilization of instructional technologies, address critical needs and issues, and support in-service initiatives.
- K. If a high school wants to offer 15 or more credits on their campus, they must submit a request to the University's Provost at least six (6) months in advance to allow sufficient time for approval and notification to SACSCOC. If approved by University officials, the high school and School Board administrators will work with FAMU officials to create and submit a "substantive change" to SACSCOC. Approval must be received from SACSCOC before the additional courses on the high school campus may be advertised or offered.

School Board of Gadsden County, Florida Florida A&M University

- 12. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

 The School Board agrees to permit certain qualified students to participate in University classes under the following terms:
 - A. The high school student must be in the ninth grade; must have a 3.0 unweighted high school grade point average; must have an appropriate score on the ACT, CPT or SAT; and must maintain a "C" or better in each course in order to remain in the dual credit enrollment program.
 - B. Students may enroll in courses conducted during school hours, after school hours, and during the summer term. However, if the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through Dual Enrollment. The student may apply to the University and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees, and textbooks/instructional materials for the summer "B" session.
 - C. The Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Dual Enrollment. Courses not appearing on this list will be awarded high school elective credit with 3 University credit hours translating to 0.5 high school credits.
 - D. The school board will perform the initial screening and monitor student performance while participating in the Dual Enrollment program. The school's counselors will communicate, as needed, with the University's Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Dual Enrollment program.
- 13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.
 - A. The University will notify the student of earned grades as is regularly done with University students. In addition, an official University document will be forwarded to the appropriate high school indicating earned grades for each participating student provided suitable authorization is submitted to the University for such disclosure.
 - B. The University shall assign a letter grade to each student enrolled in a dual enrollment course. The letter grade assigned by the University shall then be posted to the high school transcript by the District pursuant to Section 1007.271(20), Florida Statutes.
 - C. If a dual enrollment student earns a "D," "F," or "FF" grade in any course(s) during one (1) semester, he/she will no longer be eligible to participate in Dual enrollment. Payment for courses cannot be made on behalf of the student or by

School Board of Gadsden County, Florida Florida A&M University

the student's family, etc. while the student is still in school. The student must have graduated and have been admitted as a regular college student to do this.

D. Students with unsatisfactory progress reports should be counseled by the school guidance counselor immediately upon receipt of the college reports.

14. A funding provision that delineates costs incurred by each entity.

- A. The School Board shall provide the required textbooks and other instructional materials as defined in §1006.28, Florida Statutes (2021) for all approved dual enrollment courses.
- B. The School Board shall report the qualified individuals as being enrolled under the Florida Education Finance Program.
- C. If a University faculty member teaches a dual enrollment course on a high school campus, the high school will be required to cover the cost of that instructor. For online courses taught by a university instructor, the high school will be required to cover the cost of the instructor.
- D. School Board Payment. Pursuant to s. 1007.271(21)(n)1., Florida Statutes, the School Board shall pay the standard state university tuition rate per credit hour from funds provided in the Florida Education Finance Program to the University for dual enrollment student course credits during the fall, spring, or summer term.
- **15.** Any institutional responsibilities for student transportation, if provided.

 Dual enrollment students completing courses at a FAMU facility will be responsible for their own transportation arrangements.
- 16. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. 1007.271(25) shall include in its dual enrollment articulation agreement, services and resources that are available to students with disabilities who register in a dual enrollment course at the eligible institution.
 - A. Students with disabilities should register with and provide related documentation to the Center for Disability Access and Resources (CeDAR), after which time they will be eligible to receive the appropriate accommodations. For more information about CeDAR, please visit http://www.famu.edu/index.cfm?cedar
 - B. To be eligible for academic accommodations, students with disabilities who enroll in a course provided at the University must meet the requirements established by the Center for Disability Access and Resources (CeDAR). If a student with a disability enrolls in a dual enrollment course offered at a high school facility, the high school will be responsible for determining and providing accommodations.

School Board of Gadsden County, Florida Florida A&M University NOTICE PROVISION

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designated the following as the respective places for giving notice:

To School Board:

Mr. Elijah Key

Superintendent

Gadsden County Schools

35 Martin Luther King, Jr. Boulevard

Quincy, Florida 32351

To University:

Dr. Maurice Edington

Provost

Division of Academic Affairs

301 Lee Hall

Tallahassee, Florida 32307

AUTHORITY PROVISION

Each person signing this Agreement on behalf of either party individually warrants that he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

INDEMNIFICATION PROVISION

Each party agrees to be fully responsible for its own acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

NON-DISCRIMINATION PROVISION

The parties shall not discriminate against any employee or participant in this program because of race, creed, age, religion, color, gender/sex, national origin, marital status, disability, sexual

School Board of Gadsden County, Florida Florida A&M University

orientation, veteran's status, genetic information, gender identity, gender expression, or any other legally protected group status.

TERMINATION PROVISION

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause.

NOTHING FOLLOWS ON THIS PAGE

School Board of Gadsden County, Florida Florida A&M University

IN WITNESS WHEREOF, the duly authorized officials of the parties executed this agreement as of the last date signed below.

For the School Board

Tot the School Board	
	THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
	Signature:
	Date:
For the University	
	FLORIDA A&M UNIVERISTY BOARD OF TRUSTEES, acting for and on the behalf of FLORIDA A&M UNIVERSITY
	Allyson Watson, Provost and Vice President for Academic Affairs
	Signature:
	Date:
Reviewed for Legal Sufficiency by	
0.	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO7b
DATE OF SCHOOL BOARD MEETING: _August 22, 2023
TITLE OF AGENDA ITEM: Memorandum of Understanding between Gadsden County School Board and Panhandle Therapy Center (PTC)
DIVISION: Exceptional Student Education
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: Under this MOU, PTC provides full continuum of clinical therapeutic services for youth and families ranging from individual and family counseling to more intensive psychiatric services and medication management.
FUND SOURCE: N/A
AMOUNT: \$0
PREPARED BY: Kesandra Brown
POSITION: Director of Exceptional Student Education
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
_3 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3, 4, 7
CHAIRMAN'S SIGNATURE: page(s) numbered 3 &7
REVIEWED BY:





July 5, 2023

The School Board of Gadsden County 35 Martin Luther King Blvd. Quincy, FL 32351

Dear School Board:

We are pleased to provide you with a draft Memorandum of Understanding (MOU) between the School Board of Gadsden County and Panhandle Therapy Center (PTC) for review and comment. Feel free to make changes you deem necessary and return your comments to me at the address below or by return email. This MOU delineates services and supports that Panhandle Therapy Center offers the School Board of Gadsden County's students requiring behavioral health and other services. Under this MOU, PTC provides a full continuum of clinical therapeutic services for youth and families ranging from individual and family counseling to more intensive psychiatric services and medication management.

We welcome your input and look forward to engaging in a strong partnership with the School Board of Gadsden County to assist in ensuring that any child needing behavioral health care services is provided those services in a timely, caring and professional manner.

Please contact Heather King, CEO/Clinic Director, at your earliest convenience if you have any questions or require any additional clarification at hking@panhandletherapycenter.com or (850) 674-8888.

We thank you for the opportunity to serve students and families in your district.

Sincerely,

Heather King, LCSW CFO/Clinical Director

MEMORANDUM OF UNDERSTANDING

WHEREAS, The School Board of Gadsden County and Panhandle Therapy Center, Inc. (PTC) a Florida-based, AHCA- license exempt Community Behavioral Health Clinic, desire to enter into a Memorandum of Understanding setting forth the services to be provided to students in the Gadsden County School system:

PURPOSE

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

THE SCHOOL BOARD OF GADSDEN COUNTY and PTC AGREE AS FOLLOWS:

- 1. PTC agrees to provide services for mental health and co-occurring disorders to Gadsden County School students referred for assessment and/or treatment.
- 2. PTC will provide high quality therapists to serve Gadsden County school students in both the home and school settings.
- 3. Students are accepted for treatment by PTC and PTC's staff shall not refuse to provide treatment because of age, race, color, handicap, sex, or national origin.
- 4. Services and treatment shall be provided to the student in response to a request for assessment and/or treatment and in accordance with a written plan of treatment developed by the treatment team.
- 5. A space will be provided for PTC staff to meet with students for assessment and treatment.
- 6. Referrals may be made by school staff to PTC for assessment and/or treatment. Reports to school staff regarding students' progress will be made available either by meeting with PTC at the school or requesting a written report from PTC's staff, with client and/or family permission.
- 7. The School Board of Gadsden County and PTC acknowledge and declare that it is their specific intention that PTC is to provide services as an Independent Contractor. All PTC staff providing services shall be independently insured, and have had background screening completed.
- 8. PTC agrees to bill students' insurances directly as applicable for reimbursement. The district will not be financially liable for any services rendered.

2023 - 2024

- 9. This Memorandum of Understanding shall be valid for 12 months and shall begin August 1, 2023 and end July 31, 2024.
- 10. This Memorandum of Understanding may be cancelled or terminated with 30 days written notice to or by either party.
- 11. Questions regarding services at the school will be directed to Mrs. Heather King, PTC CEO/Clinic Director in Blountstown, FL at hking@panhandletherapycenter.com or (850) 674-8888.

This Memorandum of Understanding is respectfully executed and submitted by:

	Heather M. King LCSW
Superintendent of Schools	Heather M King, LCSW
The School Board of Gadsden County	CEO, Clinic Director
	Panhandle Therapy Center, LLC
	7.
Date	Date
This Memorandum of Understanding is ag	reed to by:
Leroy McMillan, Board Chair The School Board of Gadsden County	Date

2023 - 2024

PANHANDLE THERAPY CENTER, LLC AND THE SCHOOL BOARD OF GADSDEN COUNTY

This Memorandum of Understanding, herein referred to as "MOU," is entered into by and between PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY.

The purpose of the agreement is to facilitate the collection, analysis, and sharing of data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the community. Specifically, by sharing data, PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY can identify barriers, leverage existing resources, and coordinate overall care to better serve the community.

THE SCHOOL BOARD OF GADSDEN COUNTY, PANHANDLE THERAPY CENTER, LLC, and its subcontracted providers shall exchange data and information related to shared clients in an effort to better coordinate care. The data and information shall be used to ensure collaboration of care and to improve outcomes for the individual. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as other pertinent information. If PANHANDLE THERAPY CENTER, LLC and THE SCHOOL BOARD OF GADSDEN COUNTY will be sharing Protected Health Information (PHI), the attached HIPAA Business Agreement must be completed.

PANHANDLE THERAPY CENTER, LLC and its officers, employees, agents, representatives, contractors, or subcontractors agree to share student information with THE SCHOOL BOARD OF GADSDEN COUNTY, in full compliance with state and federal confidentiality requirements, particularly Family Education Rights and Privacy Act (FERPA)/FL Statutes 1002.22 and 1002.221, to provide and improve services and resources needed to meet the needs of children, families, and caregivers; to achieve continuous improvement across programs; and to improve the level of educational achievement for children served by both entities.

THE SCHOOL BOARD OF GADSDEN COUNTY	Heather M. King, LCSW, CEO/DIRECTOR PANHANDLE THERAPY CENTER, LLC
Signature & Date	Heather M. King, LCSW Signature & Date

2023 - 2024

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement contains the terms and conditions governing the Agency's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Agency, also called "Business Associate."

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between <u>Panhandle Therapy Center, LLC</u> ("Covered Entity") and <u>The School Board of Gadsden County</u> (the "Business Associate").

- **I. Term**. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.
- II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:
 - (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - (b) Not use or further disclose the PHI, except as permitted by law;
 - (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
 - (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
 - (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
 - (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
 - (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

2023 - 2024

- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
- III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
- IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.
- **V. No Third-Party Beneficiaries**. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
- **VI. De-Identified Data**. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

2023 - 2024

VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

The School Board of Gadsden County

The School Board of Gadsden County

Leroy McMillan, Board Chair

2023 - 2024

Date

Panhandle Therapy Center, LLC

View current houses information at Threshabilitinales and

CERTIFICATE 0, 28884

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION DIVISION OF HEALTH QUALITY ASSURANCE

Certificate of Exemption from Health Care Clinic Licensure

This is to confirm PANHANDLE THERAPY CENTER LLC has affirmed an exempt status according to Section 400 9905(4) (q).

Florida Statutes. This Constitute of Exemption is issued by the Assembly for Health Care Administration to the holder identified below.

PANHANDLE THERAPY CENTER LIC

20274 Ceoffel Avenue West Blountstown, FL 32424

EFFECTIVE DATE: 03/20/2022

EXPIRATION DATE 03/29/2024



Linone Warter

Simone Marris Her. Secretary
Division of Health Quality Assurance



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 2/27/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD	41
018098 970 HPG 0684412342		0684412342	From: 04/11/23 to 04/11/24 at 12:01 AM Standard Time		
Named Insured	and Addres	SS:		Program Administered by:	
Panhandle Therapy Center, LLC 203 11 West Central Avenue Blountstown, FL 32424			Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534		
				www.hpso.com	
Medical Specia	alty:		Code:	Insurance Provided by:	
Social Worker, Clinical Firm 80723		80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street		
Excludes C	osmetic Pro	cedures		Chicago, IL 60606	

Profess	ional	Liability	

\$ 1,000,000

each claim \$ 3,000.000

aggregate

Your professional liability limits shown above include the following:

Good Samaritan Liability

* Malplacement Liability

* Personal Injury Liability

Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage	Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 4/11/2020 (Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate
Employment Practices Liability - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 4/11/2022 (Defense Only)		-		

Workplace Liability

Workplace Liability Fire & Water Legal Liability Personal Liability Included in Professional Liability Limit shown above

Included in the PL limit shown above subject to \$150,000

Excluded

aggregate sublimit

Total \$ 1,152.60

Base Premium \$1,130.00

Florida Insurance Guaranty Association - 2022 Regular Assessment \$

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

© Copyright CNA All Rights Reserved.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO7c
DATE OF SCHOOL BOARD MEETING August 22, 2023
TITLE OF AGENDA ITEM : Memorandum of Understanding between the School Board of Gadsden County and Elder Care Services
DIVISION: Exceptional Student Education
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM : Under this MOU, Elder Care Services, Inc., Foster Grandparent Program to provide its volunteers with meaningful service opportunities with clients of Gadsden County Schools.
FUND SOURCE: FEFP
AMOUNT: \$ 15,003.00
PREPARED BY: Kesandra Brown
POSITION: Director of Exceptional student Education and Student Services
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
1Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered5
CHAIRMAN'S SIGNATURE: page(s) numbered
DEVIEWED DV





Memorandum of Understanding

Elder Care Services, Inc., <u>Foster Grandparent Program</u> enters into this agreement with the <u>Gadsden County School Board</u> (hereafter referred to as the Station) for the purpose of providing its Volunteers with meaningful service opportunities with clients of the Station. All services expected must conform to the regulations governing the National Foster Grandparent Program as published in the Federal Register.

This agreement shall be in effect for the school year period beginning <u>July 1, 2023</u> and ending <u>August 30th, 2025</u> unless otherwise requested.

Each party has designated the following persons to serve as liaison for their respective organizations and all formal communications shall be conducted with their knowledge.

Station Representative:	Kesandra Brown
Position Held:	Program Director
Program Representative:	Jay Gabor

Director of Volunteers & Engagement

Section I

Position Held:

Elder Care Services, Inc., Foster Grandparent Program agrees to:

- 1. Designate a Program Coordinator to serve as liaison with the Station.
- 2. Recruit, interview and enroll volunteer(s) to maintain <u>THIRTY-FIVE (35) IN K-12 and Pre-K</u> volunteer position(s) and volunteer positions at the Station. The volunteer(s) will provide services as directed by the Station to clients assigned to them by Station staff.
- 3. Provide not less than 40 hours of orientation and training of which 20 hours must be pre-service orientation and an average of 4 hours monthly of in-service training. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as needed
- 4. Work with the Station supervisor of the volunteer(s) regarding the volunteers' interactions with clients according to criteria and procedures to be jointly agreed upon by the Station and the Program (Assignment Plan). It is understood that the Station has the authority to direct, schedule, instruct, and coordinate the activities of all volunteers assigned to it.
- 5. Prior to placement, all Foster Grandparent (FGP) Volunteers will be <u>pre</u>-screened in accordance with federal and state guidelines, including: National Sexual Offender Public Website (NSOPW) and Level II Criminal History Checks in accordance with the Corporation for National Service Guidelines. If sites are



required to conduct background checks or rechecks specific to Florida Statutes that govern their station it is the sole responsibility of the station to conduct these checks. Personal references and prior employment may be checked if needed.

- 6. Furnish adequate accident and liability insurance coverage as required by the Senior Service Corps guidelines.
- 7. Arrange physical examinations for all volunteers, initially prior to assignment, and annually thereafter.
- In cooperation with the Program Advisory Council arrange, for appeal procedures to resolve problems 8. arising between volunteers, the Station and/or the Program.
- 9. Retain full responsibility for the management and fiscal control of the project.
- Ensure a written Letter of Agreement is signed authorizing in-home service by the volunteer(s). Ensure 10. a plan specifying activities to be performed by the volunteer is current.
- 11. Provide the Station with a Statement of Service on a monthly basis.
- 12. Monitor travel site expense to ensure that transportation costs are incurred through volunteer assignments and volunteer service. Provided there are sufficient funds available, project funds cover a limit of \$89 (200 miles @ 44.5 cents per mile) per volunteer per month.
- 13. Establish a probationary period of three (3) months or 90 calendar days within which newly assigned volunteers shall be evaluated as to their performance. Acceptance of an assigned volunteer beyond this period shall constitute an agreement of satisfactory performance unless otherwise communicated in writing prior to the end of this probationary period.

SECTION II

The Station agrees to:



- 1. Designate Station Representative (above) to act as liaison with the Program.
- Designate a person to supervise the day-to-day activities of the volunteer(s) and evaluate their 2. performance. Assist in documenting performance problems of the volunteer and work with Program staff on determining and implementing corrective disciplinary procedures.
- Inform the Program of the Station's acceptance of a volunteer at the end of the three (3) months 3. probationary period. Further, the station should notify the Program of problems with the performance of any volunteer during the probationary period or at any time necessary for the satisfactory delivery of services to Station clients.
- 4. Direct and arrange schedules for the volunteer(s) that utilizes their skills and training.



- 5. Provide for adequate health and safety protection of volunteers. In consultation with the Program, make investigations and reports regarding accidents and injuries involving volunteers.
- 6. Assist the Program staff in responding to emergencies that may occur when volunteers are on duty.
- 7. Assist the Program in developing and implementing the necessary record keeping and communications systems required by both parties.
- 8. Collect and validate appropriate volunteer reports for submission to the Program, i.e., time sheets, travel vouchers, Assignment Plans, Outcome Forms, evaluations, etc.
- 9 Develop or utilize existing Assignment Plans with specific goals and objectives for services to each Station client.
- 10. Inform the Program in a timely fashion of problems that may develop between volunteers and Station staff or Station clients.
- 11. Allow the Program staff access to volunteer sites or client information as necessary in the conduct of the Program's monitoring responsibility, within the confidentiality restrictions imposed by the Station.
- 12. Facilitate each volunteer first visit when assigned to a new Station client.
- 13. Participate in training for teachers or other Station staff conducted or sponsored by the Program to improve the delivery of services to Station clients and to improve the communication and the relationship between the parties concerned.
- 14. Assist in recruitment, orientation instruction and other project related activities to enhance services to Station clients.
- 15. Have the right to request the Program to reassign the volunteer at any time.
- 16. Provide suggested donation/in-kind contribution(s) of non-federal funds for share of cost to the Program:
 - <u>Volunteer Support</u> \$1,667/month for 9 months of the school year only
- 17. Ensure that Foster Grandparents serve in a volunteer capacity and verify that they will not displace paid or contracted employees.
- 18. Maintain programs and activities to which Foster Grandparents are assigned are accessible to persons with disabilities, limited English proficiency, and provide reasonable accommodations to allow participation. The Volunteer Station will maintain the programs and activities to which Foster



Grandparents volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities

- 19. The volunteer station will not discriminate against Foster Grandparents on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation, age, political affiliation, religion, or disability or on the basis of disability, if the volunteer is a qualified individual with a disability.
- 20. The station verifies that it is a public agency, secular or faith-based private non-profit organization, or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents. Each volunteer station must be licensed or otherwise certified, when required, by the appropriate state or local government.
- 21. Volunteers are prohibited from engaging in political activities while on duty or resulting in identification or involvement of the volunteer project with the political activity. Prohibited political activities include: electoral activities, voter registration, voter transportation to polls, and efforts to influence legislation and labor or anti-labor organizations or related activities.
- 22. Volunteers may not give religious instruction, conduct worship services, or engage in any form of religious practice while on duty.
- 23. Elder Care Services and its employees, nor any volunteer station, may request or receive compensation from the beneficiaries of Senior Corps volunteers. No volunteer can receive a fee for service from the service recipients, their legal guardians, members of their families, or friends.

SECTION III

The Program and Station mutually agrees:

1. Termination at will.

This Agreement may be terminated by either party upon no less than thirty (30) days written notice with or without cause.

- 2. It is understood that the volunteer assignments are not contingent upon a voluntary donation from the station or upon a prescribed amount of donation.
- 3. Re-negotiation or modification.

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to re-negotiate this Agreement if Federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.



If the number of volunteers stated in this contract remains inaccurate for four or more months, an addendum should be signed to adjust the amount of volunteers to a more consistent and mutually agreeable number.

4. **Special Provisions:** All volunteers must sign the COVID-19 Foster Grandparent Statement of Understanding before any service may begin.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

	nteer Programs	Station
BY:	Jay Gabor	BY:
SIGNATURE:	5	SIGNATURE:
TITLE:	Director of Volunteers & Engagement	TITLE:
ADDRESS:	2518 W. Tennessee St.	ADDRESS:
	Tallahassee, FL 32304	
DATE:	06/13/2023	DATE:



incorporated

June 16, 2023

gaborj@ecsbigbend.org

Elder Care Services FGP/SCP of North FL 2518 W. Tennessee Street Tallahassee, FL 32304

RE: VIS - Volunteers Insurance Service

We are pleased to enclose the volunteer documents, which provide a brief overview of the attached policy(s) provisions, benefits, exclusions and limitations.

Please keep the attached paperwork in a safe place, as these are the only copies you will receive.

Accident Claim forms are available for download at our website:

https://www.cimaworld.com/nonprofits/cima-volunteers-forms We encourage you to visit our website at https://www.cimaworld.com to take advantage of all of the site's resources.

As always, we greatly appreciate your participation in our unique program, and are always happy to hear from you any time we can be of help. Just email, call 800.222.8920, 800.468.4200 or fax 703.739.0761.

Sincerely,

Your Service Team

Jennifer S. Yarnell, Account Executive, ext 7306

California License #4266609

E-mail: jvarnell@cimaworld.com

Victoria W. Brooks, Account Executive, ext.7301 E-mail: vbrooks@cimaworld.com

Key code: FLTALL5



QBE INSURANCE CORPORATION

STATEMENT OF COVERAGECorporation for National Service

Underwritten by:
QBE Insurance Corporation
55 Water Street
New York, NY 10041

Administered by-as Agent: The CIMA Companies, Inc. 2750 Killarney Drive, Ste 202 Woodbridge, VA 22192 1-800-468-4200

This Statement of Coverage confirms that Blanket Accidental Death and Dismemberment and Accident Medical Expense coverages are provided to Covered Persons volunteering with the Participating Volunteer Organization (Organization) named below, under Policy #MHH010302, issued by QBE to: Volunteers Insurance Service Association, Inc.

Organization Name

Elder Care Services FGP/SCP of North FL 2518 W. Tennessee Street Tallahassee, FL 32304

Organization Number

Organization's Coverage Term

FLTALL5

7/1/2023

to 7/1/2024

Covered Persons All designated, recorded Volunteers participating in a volunteer project through the Organization's program

Covered Activities Performance of duties required to carry out assignments made by the Organization, including travel to, during and from those assignments

Accidental Death and Dismemberment Coverage

Principal Sum	\$2,500
100% paid for	Loss of life, two or more hands or feet, sight of
	both eyes or one hand or foot and sight of one eye
50% paid for	Loss, or loss of use, of one hand or one foot, or
	loss of sight in one eye
25% paid for	Loss of thumb and index finger of the same hand

Accident Medical Expense Coverage

Maximum Benefits for any one Covered Accident	\$50,000
Benefit Period for any one Covered Accident	52 weeks
Deductible	None
Scope of Coverage	Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable	100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include	In & Out-Patient Hospital, Ambulatory Medical Center Emergency Room, Physician visits surgery, diagnostic tests, nursing services and ambulance charges

Exclusions and Limitations These coverages are subject to exclusions and limitations detailed in the Policy. Coverage is provided only for treatment of injuries sustained by Covered Persons during Covered Activities, and excludes injuries resulting from suicide, commission of a felony or assault, riot, war, flying except as a fare-paying passenger, races or speed contests, any sickness or disease, intoxication, or treatment of existing injuries.

This Statement of Coverage provides a brief overview of provisions, benefits and exclusions and limitations—only the Blanket Accident Medical Insurance policy provides full information and governs the terms of coverage provided. You may request a copy of that policy from The CIMA Companies, Inc., at the address shown above.



CONFIRMATION OF PLACEMENT OF COVERAGE

Named Organization and Mailing Address

Elder Care Services FGP/SCP of North FL 2518 W. Tennessee Street Tallahassee, FL 32304

Type of Coverage: Excess Volunteer Liability

Insurance Companies: Fortegra Specialty Insurance Company and Certain Underwriters at Lloyd's of London

Certificate No.: FLTALL5 - CNP
Unique Market Reference: B174322B01331

Effective Dates: 07/01/2023 **to** 07/01/2024

Enective Dates: 07/01/2023 to 07/01/2024

Limits of Insurance: Each Occurrence Limit \$1,000,000

Annual Aggregate Limit \$3,000,000

Total Premium: \$168.75
FL Surplus Lines Tax: \$8.34
FL Stamping Fee: \$0.10

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.



CONFIRMATION OF PLACEMENT OF COVERAGE

Named Organization and Mailing Address

Elder Care Services FGP/SCP of North FL 2518 W. Tennessee Street Tallahassee, FL 32304

Type of Coverage:

Excess Auto Liability

Insurance Companies: Fortegra Specialty Insurance Company and Certain Underwriters at Lloyd's of London

Certificate No.:

FLTALL5 - CNE

Unique Market Reference: B174322B01331

Effective Dates:

07/01/2023 to 07/01/2024

Limits of Insurance: Each Automobile Accident Limit

Maximum limit of \$500,000, subject to endorsement VIS219

Total Premium:

\$762.50

FL Surplus Lines Tax:

\$37.67

FL Stamping Fee:

\$0.46

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.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d						
DATE OF SCHOOL BOARD MEETING:August 22, 2023						
TITLE OF AGENDA ITEM : Contractual Agreement between Gadsden County School Board and Positive Behavior Supports Corp.						
DIVISION: Exceptional Student Education						
This is a CONTINUATION of a current project, grant, etc.						
PURPOSE AND SUMMARY OF ITEM : Under this contractual agreement, Positive Behavior Supports Corp. is to provide Gadsden County School Board behavior analysis services.						
FUND SOURCE: IDEA/ Mental Health Grant						
AMOUNT: Registered Behavior Technician: \$40.00 per hour (as needed) Board Certified Behavior Analyst: \$85.00 per hour (as needed)						
PREPARED BY: Kesandra Brown						
POSITION: Director of Exceptional Student Education						
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER						
1 Number of ORIGINAL SIGNATURES NEEDED by preparer.						
SUPERINTENDENT'S SIGNATURE: page(s) numbered2						
CHAIRMAN'S SIGNATURE: page(s) numbered						
REVIEWED BV:						



Contract for Services

Agreement

THIS AGREEMENT dated this 22nd day of August, by and between Gadsden County School Board and Positive Behavior Supports Corp. Herein referred to as the "Agency".

WHERAS, the agency is to provide Gadsden County School Board behavior analysis services.

Witnesses

For and in consideration of the mutual covenants contained herein, the parties to this Agreement agree as follows:

- 1. The Agency shall:
 - A. Provide registered behavior technician services and 5% BCBA oversight
 - b. provide training as requested must be requested at least 14 days ahead of time
 - b. Present a monthly summary of service rendered
 - c. Furnish copies of evaluation/reviews as needed
 - d. Provide oversight/supervision of any staff as requested
 - e. Comply with all Federal, State, and Local Statues prohibiting discrimination, abuse, and neglect.
- f. <u>Insurance</u>: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Gadsden County School Board and the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Gadsden County School Board written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Туре	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	\$1,000,000/ occurrence
protessional habitity) with a minimum with or	\$2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required



Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT – Masters level analyst to provide behavior consultation, RBT supervision, modeling, and coaching to school team members, attending treatment team meetings, recommend treatment changes, complete FBA/BIP development	\$85.00
Bachelors level BCaBA – Bachelor's level analyst to provide behavior consultation, RBT supervision, modeling, and coaching to school team members, attending treatment team meetings, recommend treatment changes, complete FBA/BIP development	\$70.00
Registered Behavior Technician – certified technician providing direct implementation of behavior plan, modeling for other support staff, collect data,	\$40.00
Safety Care Training Full certification (minimum 5 people)	\$175pp
Safety Care Training re-certification (minimum 5 people)	\$100pp
Hourly Training	\$200/hr
Half Day Training (up to 3.5 hours)	\$600/flat rate
Full Day Training (up to 6.5 hours)	\$1100/flat rate
RBT training in person 40 hour course minimum of 5 participants	\$3500
RBT online course to include competency assessment	\$150pp

Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.

CERTIFICATE OF LIABILITY INSURANCE

Date Entered: 03/13/2023

DATE (MML/DD/YYYY) 3/13/2023

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.

	f SUBI	TANT: If the certificate holder I ROGATION IS WAIVED, subject rtificate does not confer rights to	to ti	he ter	rms and conditions of th	e policy, certain	policies may				
_	ODUCER	tinicate does not comer rights to	ине	CETUI	ncate noider in ned or su	CONTACT	9/-				
		BANACK INSURANCE AGEN		LLC		PHONE (772	2) 464-8833		FAX	(772) 4	464-8966
		800 VIRGINIA AVE, #2	7			E-MAIL GRANA		TH.NET	I MOL MOL		
		FORT PIERCE, FL 34982	2					RDING COVERAGE			NAIC #
						INSURER A : UNDE			LONDON	1	TOUC S
INS	URED	POSITIVE BEHAVIOR SUP	POR	TS C	ORPORATION	INSURER B:					
					014122011	INSURER C:				- 1	
		7108 SOUTH KANNER HWY				INSURER D:					
		STUART, FL 34997				INSURER E:					
						INSURER F:					
C	OVERA	GES CER	TIFIC	CATE	NUMBER:	INOUNER !		REVISION NU	MBER:		
	INDICAT CERTIFI EXCLUS	TO CERTIFY THAT THE POLICIES FED. NOTWITHSTANDING ANY RE ICATE MAY BE ISSUED OR MAY SIONS AND CONDITIONS OF SUCH F	QUIR PERT POLIC	REMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD IMITS SHOWN MAY HAVE B	OF ANY CONTRAC ED BY THE POLIC EEN REDUCED BY	OT OR OTHER IES DESCRIBE PAID CLAIMS.	DOCUMENT WIT	H RESPE	CT TO W	VHICH THIS
INS	R	TYPE OF INSURANCE		WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP		LINGT		
A	X	CLAIMS-MADE OCCUR	×		ME04026591.23	01/31/2023	01/31/2024	DAMAGE TO RENT PREMISES (Ea occ	ED		00,000
1								MED EXP (Any one		\$5,00	00
								PERSONAL & ADV	INJURY	\$1,00	00,000 **
1	GEN1	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGRE	GATE	\$3,00	00,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COM	P/OP AGG	\$1,00	00,000 **
		OTHER:								\$	
Г	AUTO	MOBILE LIABILITY						(Ea actident)	ELIMIT	\$	
1		OTUA YMA						BODILY INJURY (P	er person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (P		\$	
A		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMA (Per accident)	GE	\$	
		No. 30 Siles			ME04026591.23	01/31/2023	01/31/2024	*CSL-EACH	CLAIR	\$1,00	0,000 **
Г		UMBRELLA LIAB OCCUR						EACH OCCURREN	CE	3	
		EXCESS LIAB CLASHADE						AGGREGATE		\$	
		DED RETENTION \$								\$	
Г		ERS COMPENSATION MPLOYERS UABILITY						PER	OTH- ER		
	ANY P	ROPRIETOR/PARTNER/EXECUTIVE TIT	N/A	1				E.L. EACH ACCIDE	NT	\$	
	(Mand	ER/MEMBER EXCLUDED?	NIA	`				E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes,	describe under RIPTION OF OPERATIONS below						E.L. DISEASE - PO	LICY LIMIT	\$	
A	PRO	OFESSIONAL			ME04026591.23	01/31/2023	01/31/2024	BACH CLAIM	£	\$1,0	000,000
	LIA	ABILITY - CLAIMS						AGGREGATE		\$3,0	000,000
	MAI	DE									
OŪ	TPATI	ON OF OPERATIONS / LOCATIONS / VEHICLE ENT MENTAL HEALTHCARE CATES SHARED LIMIT WITH C) BINED SINGLE	LIMIT		
^	ודשדו	OUTES SHUKEN DIMIT WITH C	-marak	art LF	THE LIBRAL LIBRARY						
CE	RTIFI	CATE HOLDER IS LISTED AS	AN A	ADDII	TIONAL INSURED FOR C	OMMERCIAL GEN	ERAL LIABIL	ity as requi	RED BY		
WR	ITEN	CONTRACT PER THE POLICY	TER	AS AN	ND CONDITIONS ATTACE	ED.					
C	ERTIFI	CATE HOLDER				CANCELLATIO	N				
Г		Gadsen Elementary Scho	ol I	Dist	rict #32						
		1359 E Cesar Chavez Bl San Luis, AZ 85349	vd			THE EXPIRATE	ON DATE TH	DESCRIBED POLI IEREOF, NOTICE CY PROVISIONS.			
						-	1 A	11 ^			

© 1988-2015 ACORD CORPORATION. All rights reserved.

BANACK INSURANCE AGENCY LLC

800 VIRGINIA AVENUE, SUITE 27 FT. PIERCE, FL 34982

March 13, 2023

To: Theresa Wyres
Director of Quality Assurance
Positive Behavior Supports Corporation

Re: Additional Insured and Primary and Non-Contributory Clauses

Per our conversation, attached is the certificate as requested along with a copy of the General Liability Coverage section of your Underwriters at Lloyd's policy administered by Hiscox Inc. I have outlined in the policy where the Hiscox form includes Additional Insured status for Commercial General Liability as required by written contract. I have also highlighted the "primary and non-contributory" and waiver of subrogation clauses.

If you have any questions please feel free to contact our office.

Sincerely, Michael G. Banack

TEL: (772) 464-8833 FAX: (772) 464-8966

ERIKA CALDERON

Location: Tallahassee, FL United States

Certification Level: Board Certified Behavior Analyst

Certification Number: 1-20-42133

Status: Active

Original Certification Date: 05/18/2020

Next Recertification: 05/18/2024

Expiration Date: 05/18/2024

Contact: Erika Calderon

Supervision:

Completed 8-hour supervision training on: 09/15/2020

Willing to supervise BCBA or BCaBA trainees

KAYLEY HEPWORTH

Location: Tallahassee, FL United States

Certification Level: Board Certified Behavior Analyst

Certification Number: 1-22-59886

Status: Active

Original Certification Date: 06/08/2022

Next Recertification: 06/08/2024

Expiration Date: 06/08/2024

Contact: Kayley Hepworth

Supervision:

Completed 8-hour supervision training on: 07/26/2021

Willing to supervise BCaBAs

Willing to supervise BCBA or BCaBA trainees

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e					
DATE OF SCHOOL BOARD MEETINGAugust 22, 2023					
TITLE OF AGENDA ITEM: 2023-24 Mental Health Application					
DIVISION: Exceptional Student Education					
This is a CONTINUATION of a current project, grant, etc.					
PURPOSE AND SUMMARY OF ITEM : Review and approval of the Mental Health Assistance Allocation Plan					
FUND SOURCE:					
AMOUNT: \$					
PREPARED BY: Kesandra Brown					
POSITION: Director of Exceptional student Education and Student Services					
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER					
2 Number of ORIGINAL SIGNATURES NEEDED by preparer.					
SUPERINTENDENT'S SIGNATURE: page(s) numbered12					
CHAIRMAN'S SIGNATURE: page(s) numbered12					
REVIEWED BY:					







2023-24 Mental Health Application

Mental Health Assistance Allocation Plan

Table of Contents

Inti	roduction	3
Me	ntal Health Assistance Allocation Plan	3
	Section A: MHAA Plan Assurances	3
	Section C: District Program Implementation	4
	Section D: Direct Employment	9
	Section E: MHAA Planned Funds and Expenditures	10
	Section F: School District Certification	11

Introduction

Mental Health Assistance Allocation Plan

s. 1006.041, F.S.

MHAA Plan Assurances

The District Assures

One hundred percent of state funds are used to establish or expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.

Yes

Mental health assistance allocation funds do not supplant other funding sources or increase salaries or provide staff bonuses or incentives

Yes

Other sources of funding will be maximized-to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).

Yes

Collaboration with FDOE to disseminate mental health information and resources to students and families.

Yes

A system is included for tracking the number of students at high risk for mental health or co-occurring substance use disorders who received mental health screenings or assessments; the number of students referred to school-based mental health services

Yes

Review for compliance the Mental Health Assistance Allocation Plans submitted by Charter Schools who opt out of the District's MHAAP.

Yes

Curriculum and materials purchased using MHAA funds have received a thorough review and all content is in compliance with State Board of Education Rules and Florida Statutes.

Yes

A school board policy or procedure has been established for

Students referred to a school-based or community-based mental health services provider, for mental health screening for the identification of mental health concerns and students at risk for mental health disorders are assessed within 15 calendar days of referral.

Yes

School-based mental health services are initiated within 15 calendar days of identification and assessment.

Yes

Community-based mental health services are initiated within 30 calendar days of referral.

Yes

Individuals living in a household with a student receiving services are provided information about behavioral health services through other delivery systems or payors for which such individuals may qualify if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.

Yes

District schools and local mobile response teams use the same suicide screening instrument approved by FDOE pursuant to s. 1012.583, F.S., and Rule 6A-4.0010, F.A.C.

Yes

Assisting a mental health services provider or a behavioral health provider as described ins. 1006.041, F.S., respectively, ora school resource officer or school safetyofficerwho has completed mental health crisis intervention training in attempting to verbally de escalate a student's crisis situation before initiating an involuntary examination pursuant to s. 394.463, F.S. Such procedures must include strategies to de-escalate a crisis situation for a student with a developmental disability as that term is defined ins. 393.063, F.S.

Yes

The requirement that in a student crisis situation, the school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to s. 394.463, F.S., unless the child poses an imminent danger to self or others before initiating an involuntary examination pursuant to s. 394.463, F.S. Such contact may be in person or using te lehealth, as defined ins. 456.47, F.S. The mental health professional may be available to the school district either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, the local mobile response team, or be a direct or contracted school district employee. Note: All initiated involuntary examinations located on school grounds, on school transportation or at a school sponsored activity must be documented in the Involuntary Examinations and Restraint and Seclusion (IERS) platform.

Yes

Parents of students receiving services are provided information about other behavioral health services available through the student's school or local community-based behavioral health service providers. Schools may meet this requirement by providing information about and internet addresses for web-based directories or guides for local behavioral health services.

Yes

The Mental Health Assistance Allocation Plan must be focused on a multitiered system of supports to deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses. s. 1006.041, F.S.

Yes

District Program Implementation

Evidence-Based Program	Cognitive Behavioral Therapy	1	
Tier(s) of Implementation	Tier 1, Tier 2	(9)	
Describe	e the key EBP components that will be implemented.		

Cognitive Behavioral Therapy is a form of psychological treatment that has been demonstrated to be effective for a range of challenges including depression, anxiety disorders, alcohol and drug use problems, disorders and severe mental illness. Cognitive therapy focuses on present thinking, behavior and communication rather than on past experiences and is oriented toward problem solving.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, or behavioral problems or substance use disorders, as well as the likelihood of at risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

School based Social Workers, School Psychologists and Mental Health Providers of Gadsden County will conduct routine sessions to at risk students who score within the at risk range on the Social/Emotional Screener grades K-12. Students will learn emotional recognition (physiological signs), awareness, problem solving, calming skills and emotional regulation associated with verbal and/or physical aggression. Additionally, the interventions that will be conducted with the student will have an emphasis on the learning principles and the use of structured strategies to produce changes in thinking, feeling, and behavior. Common cognitive behavioral techniques will include identifying the antecedents and consequences of aggressive behavior, learning strategies for recognizing and regulating anger expression, problem-solving and cognitive restructuring techniques, modeling, rehearsing socially appropriate behaviors that can replace negative emotionally charged/aggressive behaviors. Social Workers, School Psychologists and Mental Health Therapist will work with small groups and individual students using a Cognitive Behavior Approach. Sessions will occur a minimum of 1 x weekly for 8 weeks.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Each teacher at each school will complete a Universal screener. Also, each school will adopt school wide Positive Behavior Supports (Positive Behavior System). These systems will provide positive reinforcement (rewards) to students who demonstrate positive behaviors. The overall goal is to focus on positive reinforcement and offer rewards to students who display desired behaviors. Students requiring more intensive behavior supports and focused efforts will be referred to the Multi-Tiered Systems of Support for a Team focused problem solving approach as an attempt to reduce alternative placements and misidentification of students. Supports will be delivered via Face to Face.

Evidence-Based Program	Social Skills Instruction
Tier(s) of Implementation	Tier 1, Tier 2

Describe the key EBP components that will be implemented.

Social Skills instruction addresses a wide range of social skills. Some examples of skills targeted in the MTSS process include but not limited to...

- -How to exhibit appropriate behaviors in school and community settings
- -Understanding emotions and facial expressions
- -Gestures and Body Language
- -Self-Advocacy
- -Empathy/Sympathy

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, or behavioral problems or substance use disorders, as well as the likelihood of at risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

School based Social Workers, School Psychologists and Mental Health Counselors will work with small groups and individual students with an emphasis on improving social skills. Sessions will occur a minimum of 1 x Weekly.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

School based Social Workers, School Psychologists and Mental Health Counselors will utilize the Navigate 360 Prevention, Intervention and Mental Health Program and Zones of Regulation via Face to Face a minimum of 1 x Weekly.

	Evidence-Based Program	Zones of Regulation	- <u>5</u>
	Tier(s) of Implementation	Tier 1, Tier 2	4
T	Describ	Ab a Leave EDD annua and a	ete Alcet colli le e locui le conte al

Describe the key EBP components that will be implemented.

Social Skills listed as "Good Support" for Anxiety, Avoidant Behaviors, Attention and Hyperactive Disorders, Delinquency and Disruptive Behaviors. Zones of Regulation is also a cognitive framework which integrates best practices around Trauma Informed Care and mental health supports.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, or behavioral problems or substance use disorders, as well as the likelihood of at risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

The Zones of Regulation will be provided to students identified via the MTSS (Multi Tiered System of Supports) process in grades K-12 throughout the district. Teachers and School Counselors will be trained by district staff (School Psychologists and Social Workers) as well as provided the tools for implementing the curriculum. Counselors will assist teachers within the classroom to assist with implementation and work with students who

continue to struggle to regulate their emotions. Students in need of more intensive behavior supports will be referred for mental health services.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

As a Tier 1 and Tier 2 intervention, Zones allows for a more precise process of recognition of students who may be in need of Tier 2 and Tier 3 services. Outcome measures are based on the Zones pre and post test. 65% of students should be aware of and identify the self-regulation process through the Zones curriculum.

Evidence-Based Program	Functional Behavior Assessment - based Interventions
Tier(s) of Implementation	Tier 2, Tier 3
D 1	de la EDD accessorate de la Silla de Lacestada

Describe the key EBP components that will be implemented.

Interventions will be documented for all students who are identified with or at risk for an emotional disturbance. Functional Behavioral Assessment- based Interventions were found to have potentially positive effects on school engagement and potentially positive effects on problem behavior. Gadsden County will be assessing the interventions that provide the most positive outcomes in identifying the function of a student's behavior.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, or behavioral problems or substance use disorders, as well as the likelihood of at risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

The Functional Behavioral Assessment Intervention has multiple components with the school mental health team completing the observations and interviews with the student, teacher and parent. The team will collaborate to share their data with the MTSS (Multi-Tiered System of Supports) Team and parents to discuss the need for a Behavior Intervention Plan. If a Behavior Intervention Plan is written, the three components are to modify environment, educational and functional supports. If a Behavior Intervention Plan is written, this

becomes a Tier 2 and/or Tier 3 intervention.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

A monthly report will be received by the MTSS (Multi-Tiered System of Supports) Coordinator each month and is made available to the MTSS and School Based Mental Health Teams.

Evidence-Based Program	Bounce Back
Tier(s) of Implementation	Tier 1, Tier 2

Describe the key EBP components that will be implemented.

Bounce Back implementation will consist of covering a range of topics such as relaxation training, cognitive restructuring, social problem solving, positive activities, trauma-focused intervention strategies, emotional regulation and coping skills. These topics and methods derive from established successful interventions for children with post-traumatic stress disorder (PTSD), including a gradual approach of anxiety-provoking situation and a modified trauma narratives approach.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, or behavioral problems or substance use disorders, as well as the likelihood of at risk students developing social emotional or behavioral problems, depression, anxiety disorders or suicidal tendencies, and how these will assist students dealing with trauma and violence.

- -10 child group therapy sessions to address trauma symptoms
- -1-3 individual child sessions for exposure to trauma memory and treatment planning
- -Parent outreach, 2 parent sessions on education about trauma memory and treatment planning
- -1 teacher session including education about detecting and supporting traumatized students
- -Sessions will be facilitated by School Counselors, Social Workers and School Psychologists.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Supports will be provided/delivered via hybrid model (Face to Face and Virtual)

Direct Employment

MHAA Plan Direct Employment

School Counselor

Current Ratio as of August 1, 2023

1:363

2023-2024 proposed Ratio by June 30, 2024

1:363

School Social Worker

Current Ratio as of August 1, 2023

1:7

2023-2024 proposed Ratio by June 30, 2024

1:571

School Psychologist

Current Ratio as of August 1, 2023

1:8

2023-2024 proposed Ratio by June 30, 2024 **1:667**

Other Licensed Mental Health Provider

Current Ratio as of August 1, 2023 1:2

2023-2024 proposed Ratio by June 30, 2024

Direct employment policy, roles and responsibilities

Explain how direct employment of school-based mental health services providers (school psychologists, school social workers, school counselors and other licensed mental health professionals) will reduce staff-to-student ratios.

The hiring of additional School Psychologists, Social Workers and Licensed Mental Health Professionals will enable our district to have smaller staff-to-student ratios which will result in an increase of students being served.

Describe your district's established policies and procedures to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs).

District will increase the number of School Psychologists and Mental Health professionals in the district as well as allocate additional resources to administrators as an avenue to provide School Counselors the opportunity to have increased time to provide mental health services.

Describe the role of school based mental health providers and community-based partners in the implementation of your evidence-based mental health program.

- -Review Data and Provide Recommendations/Strategies in MTSS meetings
- -Provide Individual and Group Counseling
- -Provide Mental Health Trainings to Faculty and Staff
- -Provide Grief and Crisis Support
- -Provide Risk/Threat Assessment Support

Community Contracts/Interagency Agreements

List the contracts or interagency agreements with local behavioral health providers or Community Action Team (CAT) services and specify the type of behavioral health services being provided on or off the school campus.

Apalachee Center - Individual Counseling/Family Therapy
DISC Village - Drug, Alcohol and Addiction Support
CCYS (Capital City Youth Services) - Individual and Group Counseling
2-1-1 Big Bend - Crisis Support
Panhandle Therapy - Behavioral/Mental Health Counseling
Community Wellness - Individual Counseling/Family Therapy

MHAA Planned Funds and Expenditures

Allocation Funding Summary

MHAA funds provided in the 2023-2024 Florida Education Finance Program (FEFP)

\$ 320,693,00

Unexpended MHAA funds from previous fiscal years

\$ 0.00

Grand Total MHAA Funds

\$320,693,00

MHAA planned Funds and Expenditures Form

Please complete the MHAA planned Funds and Expenditures Form to verify the use of funds in accordance with (s.) 1006.041 Florida Statues.

The allocated funds may not supplant funds that are provided for this purpose from other operating funds and may not be used to increase salaries or provide bonuses. School districts are encouraged to maximize third-party health insurance benefits and Medicaid claiming for services, where appropriate.

The following documents were submitted as evidence for this section:

2023-2024 Outcome Planned Expenditures Report-Gadsden.docx

Planned Funds and Expenditures

Document Link

School District Certification

This application certifies that the **Gadsden County Schools** School Superintendent and School Board approved the district's Mental Health Assistance Allocation Plan, which outlines the local program and planned expenditures to establish or expand school-based mental health care consistent with the statutory requirements for the mental health assistance allocation in accordance with s. 1006.041(14), F.S.

Note: The charter schools listed below have **Opted Out** of the district's Mental Health Assistance Allocation Plan and are expected to submit their own MHAAP to the District for review.

Charter Schools Opting Out

- Crossroad Academy Charter School

School Board Approval Date

Tuesday 8/22/2023

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Superintendent of Gadsden School District	Chairman of Gadsden School District Board
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Mental Health Assistance Allocation (MHAA) Plan 2023-2024 Due = August 1, 2023

Planned Funds and Expenditures 2023-2024

District Name: Gadsden

Total N action 2. MHAA Planned Expenditure Summary - Funded by the MHAA Plan School Counselor(s) – DOE certified School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	MHAA Plan Funds Jotal Number 0 2 2 0 1 0	320,693 0 \$320,693 Total \$ Amount 0 120,000 110,000 0 65,000
School Counselor(s) – DOE certified School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	Total Number 0 2 2 0 1 0	\$320,693 Tota 5 Amount 0 120,000 110,000 0 65,000
School Counselor(s) – DOE certified School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Standard Summary of Planned Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	1 0	0 120,000 110,000 0 65,000
School Counselor(s) – DOE certified School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of Standard Summary of Planned Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	0 2 2 0 1 0	0 120,000 110,000 0 65,000
School Counselor(s) – DOE certified School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of Standard Summary of Planned Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	0 2 2 0 1 0	0 120,000 110,000 0 65,000
School Psychologist(s) – DOE certified and/or DOH licensed School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Standard Summary of Planned Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	2 2 0 1 0	120,000 110,000 0 65,000
School Social Worker(s) – DOE certified and/or DOH licensed Other (DOH) Licensed Mental Health Service Providers Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Employment of Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	2 0 1 0	110,000 0 65,000
:tion.3 MH AA Continued Summary of Planned Expenditure: Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	0 1 0	0 65,000
Mental Health Administrator(s): Mental Health Coordinator Mental Health Support Staff: Total Planned Expenditures for the Employment of the Summary of Planned Expenditures Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	1 0	65,000
Total Planned Expenditures for the Employment of the strength of the Summary of Flanned Expenditures. Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	0	
Total Planned Expenditures for the Employment of Stion 3 MHAA Continued Summary of Flanned Expenditures. Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health 7		
Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T	f Staff/Personnel:	0
Expenditures for services provided by community-based mental health program agencies or Expenditures for the professional development and training: Additional Youth Mental Health T		\$230,065
Expenditures for the professional development and training: Additional Youth Mental Health T		\$ Amount
	r providers:	0
Expenditures for the professional development and training: Additional Youth Mental Health Training for District/School Level Staff, \$175 stipend per staff (\$20-29 per hour)		17,504
Expenditures for travel (in-county, out-of-state, and out-of-county):		0
Expenditures for supplies, materials, and equipment: Therapy Resource Materials, Counselin Activities, Emotional Regulation Books/Games/Sensory Tools, Navigate 360: Mental Health & Insights to Behavior, Zones of Regulation		35,007
Other Expenditures: Crossroad Academy Charter School Proportionate Share		
Total MHAA Plann	ned Expenditures:	\$320,693
Section 4. Altocation Expenditure Summary for Other Expenditures		\$ Amount

If you experience difficulty completing this form electronically, contact Marsha Studdard, Student Support Services, at 850-245-7846 or $\underline{\text{Marsha.Studdard@fldoe.org.}}$

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to:	A) Program Name: Youth Mental Health Awareness Training 2022-2023	DOE USE ONLY		
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Fallahassee, Florida 32399-0400 Telephone: (850) 245-0496	TAPS NUMBER: 23C007	Date Received		
Ga Ga	and Address of Eligible Applicant: dsden County Public Schools Martin Luther King, Jr. Blvd.	Project Number (DOE Assigned 3P001		
C) Total Funda Daguage and	D) Annlieght Contact	S. D. dans J. Compath		
C) Total Funds Requested	Applicant Contact	& Business Information		
\$8,146.00	Contact Name: Kesandra Brown Fiscal Contact Name: LaClarence Mays	Telephone Numbers: 850-627-9651		
\$8,146.00 DOE USE ONLY	Contact Name: Kesandra Brown Fiscal Contact Name: LaClarence Mays Mailing Address: 35 Martin Luther King Ir Blvd	Telephone Numbers:		
\$8,146.00	Contact Name: Kesandra Brown Fiscal Contact Name: LaClarence Mays Mailing Address: 35 Martin Luther King Ir Blvd	Telephone Numbers: 850-627-9651 E-mail Addresses:		

CERTIFICATION

I, Elijah Key, Jr. as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of m knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of an material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I furthe certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any speciproject, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) Sign. ure of Agency Hold

Super intendent

12|21|22 Date

DOE 100A Revised May 2022



Page 1 of 2



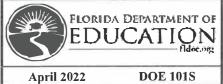
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	Gadsden County Public Schools			
B) DOE Assigned Project Number:	3P001			
C) TAPS Number: 23C007	23			

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	ОВЈЕСТ	Account Title and Narrative	FTE POSITION	AMOUNT	% Allocated to This Project
5100	121	Stipends-54 Staff members will receive the 6-hour training. Participants will receive a stipend of \$120.00 for their after-hours participation.	50	\$ 6,480.00	80%
5100	510	Training manuals at \$19.95 x 5 = \$99.75. Pens at \$1.00 x 2 = \$2.00. Markers at .95 x 1 = .95 $(99.75 + 2.00 + .95 = $102.70)$	0	\$ 102.70	1%
6400	730	Training Costs-School Staff will be trained by Certified Youth Mental Health Trainers (54 x \$28.95)	0	\$1,563.30	19%
			D) TOTAL	\$ 8,146.00	100%

DOE ATTESTATION (Program and Grants Management)

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



Project Performance Accountability Information, Instructions, and Forms

NOTE: The following pages are included in the RFA/P template and are to be completed by the applicant.

The Florida Department of Education has a standardized process for preparing proposals/applications for discretionary funds. This section of the RFA/P, Project Performance Accountability, is to assure proper accountability and compliance with applicable state and federal requirements.

The Department's project managers will:

- track each project's performance based on the information provided and the stated criteria for successful performance
- verify the receipt of required deliverables prior to payment.

For projects funded via Cash Advance, the Department's project managers will verify that the project activities/deliverables are progressing in a satisfactory manner, consistent with the Project Narrative and Performance Expectations, on a quarterly basis.

The Project Narrative/Scope of Work must include the specific tasks that the grantee is required to perform.

Deliverables must:

- be directly linked/related to a specific line item/cost item that in turn links to specific task(s)/activity(ies)/service(s)
- identify the minimum level of service to be performed
 - be quantifiable, measureable, and verifiable. (how many, how often, duration). Effectiveness (a method demonstrating the success such as a scale goals to be attained is necessary) Evidence or proof that the activity took place. Examples of deliverables: documents, manuals, training materials and other tangible product to be developed by the project; training & technical assistance and the method of provision; number of clients or individuals served, the method of providing the service and frequency. Criteria for acceptance will vary based on the services being provided. Specific criteria will need to be developed by the program office, communicated to the provider, articulated in the deliverable form and will become part of the project award.

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the subrecipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability Form

Definitions

- Scope of Work- The major tasks that the grantee is required to perform
- Tasks- The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- Evidence- The tangible proof
- Due Date- Date for completion of tasks
- Unit Cost- Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost (optional)
YMHAT Training	54 Staff Members will be trained via Certified Youth Mental Health Trainers by 06/30/2023.	Paid Invoices and Certificate of Completion	6/30/2023	
YMHAT Training	Training Costs-School Staff will be trained by Certified Youth Mental Health Trainers (54 x \$28.95)	Paid Invoices, Certificate of Completion	6/30/2023	
YMHAT Materials	Materials and Supplies-Markers, pens to use during training	Purchase Receipts and/or Paid Invoices	6/30/2023	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO7f
DATE OF SCHOOL BOARD MEETING:August 22, 2023
TITLE OF AGENDA ITEM: Memorandum of Understanding between Gadsden County School Board and Healing Hearts Music Therapy
DIVISION: Exceptional Student Education
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM : Under this Memorandum of Understanding Healing Hearts will provide music therapy services to various schools within the Gadsden County School District.
FUND SOURCE: General Funds/MOE
AMOUNT: 60 Minute session (includes documentation and group music therapy) - \$60.00 Written Mid-year Evaluation (minimum 9.5 hours) as requested - \$60.00/hour
PREPARED BY: Kesandra Brown
POSITION: Director of Exceptional Student Education
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
1 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered2
CHAIRMAN'S SIGNATURE: page(s) numbered
DEVIEWED DV:



MEMORANDUM OF UNDERSTANDING

To: GADSDEN COUNTY SCHOOL SYSTEM

From: HEALING HEARTS MUSIC THERAPY LLC

Date: SEPTEMBER 2023

Re: MUSIC THERAPY SERVICES

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between GADSDEN COUNTY SCHOOL SYSTEM, whose address is 35 Martin Luther King Blvd, Quincy, FL 32351 and HEALING HEARTS MUSIC THERAPY (hereinafter "HEALING HEARTS"), whose address is 1862 Newman Lane, Tallahassee, FL 32312.

- A. <u>Purpose.</u> The purpose of this MOU is to establish the salient terms and conditions under which HEALING HEARTS will operate and function. HEALING HEARTS is a music therapy practice that provides music therapy services to various facilities in Florida and Georgia.
- B. <u>Term.</u> This MOU is made and entered into upon the day and date signed and executed by the duly authorized representative of GADSDEN COUNTY SCHOOL SYSTEM and HEALING HEARTS and shall remain in full force and effect until MAY day <u>31st</u>. 2024. This MOU may be terminated, without cause, by either party upon <u>30</u> days written notice, which notice shall be delivered by hand or certified mail to the address listed above. In case of termination all costs and fees due to HEALING HEARTS under this MOU shall paid on the date of such notice.
- C. <u>Services.</u> During the term (as specified in Section B) HEALING HEARTS shall provide music therapy services to students who have been identified as appropriate candidates for services. HEALING HEARTS will provide a licensed Board-Certified Music Therapist (MT-BC) and/or Music Therapy Intern (MTI) to perform consultative, direct, and indirect music therapy services to the identified student(s). Music Therapy sessions will be designed by the MT-BC/MTI, according to the student or groups referred and assessed needs, taking into account consultation and recommendations of teachers and staff. MT-BC/MTI will create music therapy sessions for identified classrooms (programmatic services) and for individuals (direct services). Session plans may include objectives obtained from IEPs, performance-based outcomes, and curriculum. Documentation will be taken for each music therapy session. Feedback, in the form of a written report and/or verbally, will be provided to teachers and staff at the school or district level at the end of the quarter, year, or semester (by request) for progress monitoring of

students. All services will be provided in the appropriate school environment according to each student's Individual Education Plan (IEP).

2023-2024 Service Plan

Healing Hearts will be contracted for 9.5 hours per week to provide services to students of the Gadsden County School District (See Appendix A- Allocation of Services/Time). The first two weeks of school, MT-BCs will conduct music therapy assessments, observations, and teacher meetings for music therapy groups. MT periodic reassessment, such as seeking out IEP plans and/or functional goals to identify music therapy goals and observation of students in the natural school setting, will also be included within work time, when necessary to perform such tasks. When implementing services, each group/class of music therapy will be broken down into an average ratio of 1 hour of direct student contact to 15 minutes of preparation and documentation time (See Exhibit A-Allocation of Services/Time). Healing Hearts must turn in sign-in sheets (with signatures of a school representative and the music therapist facilitating services) and an invoice in order to receive payment, with the exception of the following provisions:

The MT-BCs reserve the right to complete documentation and planning, follow-up emails with teachers and/or administration, away from the school sites when school-mandated scheduling interferes with the scheduling of music therapy services. This will not affect direct student contact hours. Proof of this provision will be the documentation. This work will also be reflected on the invoice.

Up to 9.5 hours at the beginning of the school year and 9.5 hours at the start of the 3rd nine weeks will be allotted Healing Hearts to bill while doing work remotely. The purpose of these days is to produce initial/beginning of the year treatment plans and to produce middle of the year documentation, respectively. Any request for formal mid-year documentation will also be billed for an additional 6 hours. Proof of this provision will be the document. This work will also be reflected on the invoice.

Payments received will not exceed \$20000 for the 2023-2024 school year.

- **D. Payment.** The fee schedule for services provided is attached hereto as Exhibit B
- E. <u>Cancellation Policy:</u> HEALING HEARTS will not bill GADSDEN COUNTY SCHOOL SYSTEM for emergency cancellation of services by the MT-BC. Additionally, HEALING HEARTS requires a 24-hour notice for cancellation of sessions (ie. field trips/school events etc.) or GADSDEN COUNTY SCHOOL SYSTEM will be billed for a full session. If the MT-BC arrives for the scheduled session ready to provide services and students/groups are unavailable for the scheduled session or cancels, HEALING HEARTS reserves the right to bill the scheduled session in full. Additionally, HEALING HEARTS reserves the right

to reschedule sessions that may have been cancelled resulting from school closure, holiday, inclement weather, etc.

- F. <u>Billing.</u> All billing will be on a calendar month basis. HEALING HEARTS will submit an itemized statement of services provided during the month on the 1st day of each month for services rendered the prior month. The itemized bill will include dates of services, services rendered, and balance due.
- G. <u>Insurance.</u> HEALING HEARTS will provide GADSDEN COUNTY SCHOOL SYSTEM with the MT-BC's certification number, state licensure credentials, and proof of liability insurance. If requested by HEALING HEARTS, shall likewise provide proof of liability insurance to HEALING HEARTS, including but not limited to premises liability insurance sufficient to cover business invitees on the premises of GADSDEN COUNTY SCHOOL SYSTEM.
- H. <u>Administrative.</u> No parts of this MOU will be construed to alter the legal rights and remedies available to each party otherwise.
- I. <u>Obligations</u>. GADSDEN COUNTY SCHOOL SYSTEM will provide necessary and reasonable space on-site to facilitate performance of any and all services under this MOU. HEALING HEARTS will bear its own costs in the performance of its services not listed in Exhibit A.
- J. <u>Applicable Law.</u> The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. The courts of the State of Florida shall have jurisdiction over any action arising out of this MOU and over the parties, and venue shall lie in Leon County, Florida.
- **K.** Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. This agreement cannot be amended or modified, except in writing signed by authorized representatives of HEALING HEARTS and GADSDEN COUNTY SCHOOL SYSTEM.
- L. <u>Severability.</u> Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- M. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The parties

to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek enforcement of this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the day(s) and date(s) set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

HEALING HEARTS MUSIC THERAPY	
By: Its Duly Authorized Representative	Date
GADSDEN COUNTY SCHOOL SYSTEM	
By: Its Duly Authorized Representative	Date

EXHIBIT A

Allocation of Services/Time

Based on services provided last year and new planned services for this year, Healing Hearts will be providing services to the following schools (below). While the classes provided and the overall services will reasonably stay the same, there may be some change in the specific classes scheduled to be served on a particular day based on logistic ability of the therapist and best interest of students as defined by therapists with input from teachers:

- 1.5 hour at Gadsden High with S/P class (including documentation and travel)
- 2.5 hours at George Munroe with 2 preschool/2 CBI classrooms (includes documentation)
- 2.5 hours at Stewart Street with 3 CBI classes (includes documentation)
- 1.5 hours at Shanks with 2 CBI classes (includes documentation)
- 1.5 hours at Gadsden Central with an elementary class (includes documentation)

EXHIBIT B SCHEDULE OF FEES

Service Rendered	Costs
60 Minute Session-	\$60.00
(includes Documentation and Group Music	
Therapy)	
Written Mid Year Evaluation (minimum 9.5	\$60.00/hour
hours) as requested	



In recognition of professional competence in clinical music therapy and having met the standards established by The Certification Board for Music Therapists

Lauren Caroline Freeman

has been granted the credential of

Music Therapist - Board Certified

this	3rd	day of	February in the year_	2022

In witness whereof, under the seal of this Board, the signatures of its duly authorized officers grant this certificate subject to the rules and regulations of the Board.

ACCREDITED



NCCA BY ICE

Sarah Laing Secretary

17177

Certification Number

Ellang Dan

February 2, 2027

Expiration Date





1100 Virginia Drive, Suite 250, Fort Washington, PA 19034 service@hpsocover.com (800) 982-9491

Professional Liability for

Lauren Freeman

Hello Lauren Freeman

I'm happy to present to you your insurance policy. The terms and coverage details are specified in the following pages, so please review them and maintain a copy for your records. If you have any questions about the language, your coverage or anything else, please let me know.

Type of policy	Start Date	Expiry Date	Type of Payment	Invoiced Amount
Professional Liability	2023-08-04	2024-08-04	Full Payment	
			Premium	\$47.00
			Taxes	\$0.38
		Furch	asing Group Fee	\$7.00
		Initial Paymer	nt Proccessing fees	\$0.00
			Total Amount	\$54.33



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 8/03/2023

The application for the Policy and any and allsupplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

		1	1	I and the second	
PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0741244366	POLICY PERIOD From: 08/04/23 to 08/04/24 at 12:01 AM Standard Time	
Named Insure		1		Program Administered by:	
Lauren Fre 1329 Charl Tallahasse				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com	
Medical Speci	alty:		Code:	Insurance Provided by:	
Music The	rapist		80967	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606	

Professional Liability

\$ 1.000.000

each claim \$ 3,000,000

aggregate

Your professional liability limits shown above include the following:

Good Samaritan Liability

* Malplacement Liability

* Personal Injury Liability

Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate:
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate:
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				1
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate:
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate [.]
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability Fire & Water Legal Liability Personal Liability

Included in Professional Liability Limit shown above

Included in the PL limit shown above subject to \$150,000 aggregate sublimit

Total \$ 47.33

> Base Premium \$47.00

\$1,000,000 aggregate

Florida Insurance Guaranty Association - 2022 Regular Assessment \$.33

Premium reflects Employed, Full Time, 60% new Graduate Discount Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

© Copyright CNA All Rights Reserved.

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM # G-121500-D (04-08)	FORM NAME Common Policy Conditions
CNA80989 (12-14)	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121503-C (07-01)	Workplace Liability Form
G-121501-C (07-01)	Occurrence Policy Form Florida Cancellation and Non-Renewal
CNA85582FL (04-16) CNA96097 (06-19)	Amended Definition of Policy Period Endorsement
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA81753 (03-15) CNA81758FL (01-21)	Coverage & Cap on Losses from Certified Acts Terrorism Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA89026 (05-17)	Media Expense Coverage

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance

Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement

Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing

instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association

- 2022 Regular Assessment.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433 Policy #: 0741244366

Named Insured: Lauren Freeman



COMMERCIAL GENERAL LIABILITY COVERAGE FORM TABLE OF CONTENTS

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE C - MEDICAL PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

SECTION II - WHO IS AN INSURED

SECTION III – LIMITS OF INSURANCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

SECTION V - DEFINITIONS



Declarations Page



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Commercial General Liability Declarations

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.

Declaration effective from:	July 5, 2023				
Policy No.:	P100.372.54	2.8			
Renewal of:	P100.372.542.7				
Named Insured:	HEALING H	EARTS MUSIC	THERAPY LLC		
Address:	1700 N Meri Tallahassee				
Email Address:	administrato	r@healinghearts	smusictherapy.con	n	
Policy period:	From:	July 5, 2023		То:	July 5, 2024
	At 12:01 A.M.	(Standard Time	e) at the address s	hown above.	
Form of Business:		Limited Liabilit	y Company		
Each Occurrence Limit:		\$1,000,000			
Damage to Premises Rented to You L	imit:	\$100,000 Any one premises			
Medical Expense Limit:		\$5,000 Any one person			
Personal & Advertising Injury Limit:		\$1,000,000 Any one person or organization			
General Aggregate Limit:		\$2,000,000			
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit				
Supplemental Business Personal Proper Coverage Limit:	\$10,000				
Supplemental Business Personal Proper Coverage Deductible:	\$500				
All Premises You Own, Rent or Occupy					
Premises Number:	mises Number:				
Address:	1700 N Meridian Rd Tallahassee, FL 32303				
Total Premium:	620.00				
Surcharge:	\$ 4.34 FL Ins. Guaranty Assn. Surcharge				
Attachments: See attached Forms and Endorsements Schedule.					



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations

INT D001 01 10 - Forms and Endorsements Schedule

CG 00 01 12 07 - General Liability Coverage Form

CGL E5401 CW (03/10) - Definition of Employee

CGL E5403 CW (03/10) - Notice Information

CGL E5404 CW (03/10) - Exclusion - Personal Information

CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)

CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel

CGL E5421 CW (02/14) - Additional Insured - Automatic Status

CGL E5445 CW (01/16) - Exclusion - Designated Professional Services

IL 00 17 11 98 - Common Policy Conditions

IL 00 21 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)

CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion

CG 21 41 11 85 - Exclusion - Intercompany Products Suits

CG 21 46 07 98 - Abuse or Molestation Exclusion

CG 22 44 07 98 - Exclusion - Services Furnished By Health Care Providers Endorsement

CG 21 57 07 98 - Exclusion - Counseling Services

CG 22 90 07 98 - Professional Liability Exclusion - Spas or Personal Enhancement Facilities

CGL E2221 CW (03/21) - Exclusion - Privacy and Cyber Incidents

CG 02 20 12 07 - Florida Changes - Cancellation and Nonrenewal

INT E9995 FL (11/16) - Florida Addendum to the Declarations

CGL E5420 CW (03/22) - Supplemental Business Personal Property Floater Coverage

IL 09 85 12 20 - Disclosure Pursuant To Terrorism Risk Insurance Act

CG 21 70 01 15 - Cap On Losses From Certified Acts Of Terrorism

CGL E1954 CW (05/20) - Asbestos - Exclusion

CGL E1975 CW (05/20) - Limitation of Coverage to Business Operations

CG 21 32 05 09 - Communicable Disease Exclusion

CGL N001 FL (03/10) - Commercial General Liability Coverage Form Table Of Contents

INT N003 CW (01/19) - Policyholder Notice Electronic Delivery

INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice

INT D001 01 10 Page 1 of 1

Page 83 of 576



Policy Wording



COMMERCIAL GENERAL LIABILITY CG 00 01 12 07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- **b.** This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - **(b)** Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured: or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste:
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - **(b)** Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (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 damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance: and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages $\bf A$ and $\bf B$.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period:
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- **g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract":
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit":
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- **2.** Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business:
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services,
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- **b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier:
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - **b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against any insured, you must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit":
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner:
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and selfinsured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- **5.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad:
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11."Loading or unloading" means the handling of property:
 - **a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto":
 - b. While it is in or on an aircraft, watercraft or "auto": or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads:
 - **d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers: and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- **13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- **14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15."Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured:
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- **18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



Endorsements



Policy Number:

P100.372.542.8

Named Insured: HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 1

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In Section V - DEFINITIONS, Definition 5. "Employee" is deleted and replaced with the following:

5. "Employee" includes a "leased worker" and a "temporary worker".



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 2

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Where To Send Notice

Phone:

866-424-8508

Email:

reportaclaim@hiscox.com

Mail:

Hiscox

5 Concourse Parkway, Suite 2150

Attn: Direct Claims Atlanta GA, 30328

Subparagraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 3

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COV-ERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS is amended to include the following exclusion:

Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" caused by the insured's failure to protect any non-public, personally identifiable information in the insured's care, custody or control.

CGL E5404 CW (03/10)



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 4

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION PROVISION (14 DAY FULL REFUND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "COMMON POLICY CONDITIONS" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Policy Number:

P100.372,542,8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 5

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHT AND DUTY TO SELECT DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In regard to any covered "suit" seeking damages under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY or COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, our right and duty to defend shall include the right to select defense counsel.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 6

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- 1. In the performance of your ongoing opera-
- 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number:

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

"Professional Services": Music therapy

Paragraph 2. Exclusions under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, is amended to include the following exclusion:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any "professional services."

This exclusion applies even if the claim or "suit" alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render any "professional services."

For purposes of this exclusion, "professional services" means professional services and related advice customarily provided by an accountant, architect, engineer, attorney, insurance agent/broker, investment or financial advisor, physician, surgeon, dentist, or other healthcare provider, securities broker/dealer, real estate agent/broker, surveyor, or inspector, or any other services identified as "professional services" in the Schedule above.

CGL E5445 CW (01/16)



Policy Number: P100.372.542.8

Named Insured: HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 8

Endorsement Effective: 07/05/2023

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 9

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. The insurance does not apply:
 - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid of liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235:
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 10

Endorsement Effective: 07/05/2023

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law:
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising **Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law:
- (3) The Fair Credit Reporting Act (FCRA). and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA. CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 11

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Policy Number:

P100,372,542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 12

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B -Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

- 2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention:

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 13

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:	
Music therapy	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. The rendering or failure to render:
 - Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

- **b.** Any health or therapeutic service, treatment, advice or instruction; or
- c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 14

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COUNSELING SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of advisory services or counseling with respect to such issues as mental health, crisis prevention, social services or drug and alcohol rehabilitation or similar subjects.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 15

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION - SPAS OR PERSONAL ENHANCEMENT FACILITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:		
Music therapy		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B -Personal And Advertising Injury Liability:

2. Exclusions

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. The rendering of or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy; or
- **b.** Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, body building or physical training programs.



Policy Number:

P100,372,542,8

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCLUSION -PRIVACY AND CYBER INCIDENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS is amended to include the following exclusion:

Privacy and Cyber Incidents

"Bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public, personally identifiable information in the insured's care, custody or control;
- (2) violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information:
- (3) denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network, regardless of whether the insured controls or owns the computer system or network;
- (4) unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code, regardless of whether the insured controls or owns the computer system or network; or
- (5) threat, hoax, or demand relating to subparts (1) through (4) above.

This exclusion will apply even if the claim alleges negligence or other wrongdoing in the:

- (a) failure to prevent any cyber incident listed in subparts (1) through (4)of this exclusion or any resulting "property damage", "bodily injury", or "personal and advertising injury"; or
- (b) failure to report any cyber incident listed in sub-parts(1) through (4) of this exclusion to the authorities.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 17

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
 - 2. Cancellation Of Policies In Effect
 - a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage:
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.
- B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.
 - If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.



Policy Number: P100.372.542.8
Named Insured: HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 18

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADDENDUM TO THE DECLARATIONS

If you have questions about your insurance policy, or questions about claims relating to your insurance policy, please contact your insurer at the following:

5 Concourse Parkway

Suite 2150 Atlanta GA, 30328

Claims Assistance: 1-877-544-7269

Policy Assistance and General Information: 1-855-528-1112



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 19

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL BUSINESS PERSONAL PROPERTY FLOATER COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All terms, conditions, and definitions of the Commercial General Liability Form and the following terms, conditions, and definitions apply to this Coverage. Words and phrases that appear in quotes are defined in the Commercial General Liability Form or this Endorsement and are given their defined meaning.

SCHEDULE

Limit of Insurance (per "occurrence")	Deductible (per "occurrence")
\$ 10,000	
Away from premises sublimit: \$ 2,500	\$ 500

A. The following is added to SECTION I --COVERAGES:

COVERAGE D – SUPPLEMENTAL BUSINESS PERSONAL PROPERTY

1. Insuring Agreement

a. We will pay for direct physical loss of or damage to Covered Property caused by an "occurrence" during the policy period.

b. Covered Property

Covered Property means the following, if used primarily in connection with your business activities:

(1) computer hardware capable of accepting information, processing it according to a plan, and producing the desired results (including desktop and laptop computers, electronic tablets and mobile phones), as well as related peripheral equipment, including printers, video display monitors, modems, surge protectors, keyboards, routers, and servers;

- (2) air conditioning and fire protection equipment used exclusively in computer operations;
- (3) telephone systems and their component parts that you own; and
- (4) all other business personal property of yours.

c. Property Not Covered

Covered Property does not include:

- (1) Automobiles, motor trucks, tractors, trailers, or other vehicles, whether or not licensed for use on public roads.
- (2) Aircraft, drones, or watercraft (including motors, equipment, and accessories);
- (3) Money or securities;
- (4) Real property, land (whether resurfaced with stone, gravel, or another similar layer, including land on which the property is located), water, crops, or lawns;

- (5) Outdoor fences, radio, or television antennas (including satellite dishes) and their lead-in wiring, masts, or towers, signs, trees, shrubs, or plants;
- (6) "Electronic data";
- (7) Plans, blueprints, designs, or specifications;
- (8) Property while waterborne, except while in transit on ferries operating on the navigable waters of the Continental United States and Canada (other than to or from Alaska);
- (9) Property while under water or while being used in underground mining, tunneling, or similar operations;
- (10) Property that you loan, lease, or rent to others;
- (11) Contraband or property in the course of illegal transportation or trade;
- (12) Animals;
- (13) Tools, small equipment, and clothing belonging to your employees; or
- (14) Spare parts that are specifically designed and intended for use in the maintenance and operation of Covered Property.

2. Exclusions

This insurance does not apply to, and we will not pay for loss or damage caused directly or indirectly by or resulting from, any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Earthquake

But if earthquake results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

b. Governmental Action

Seizure, confiscation, destruction, or quarantine of property by order of any governmental or civil authority.

But we will pay for loss or damage caused by or resulting from acts of destruction by the governmental or civil authority to prevent the spread of fire if such fire would be covered under this Endorsement.

c. Nuclear Hazard

Nuclear reaction, nuclear radiation, or radioactive contamination, however caused. But if nuclear reaction, nuclear radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

d. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) The discharge of a nuclear weapon.

e. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in subpart (1).
- (3) continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

This exclusion applies regardless of whether any of the above is caused by an act of nature or other cause.

But if any of the above in subparts (1) and (2) results in fire, explosion, or theft, we will pay for the direct loss or damage caused by that fire, explosion, or theft if these causes of loss would be covered under this Endorsement.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

f. Cyber Incidents

 any unauthorized access to or use of any computer system, including "electronic data";

- (2) any malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system, including "electronic data," and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation;
- (3) any denial of service attack which disrupts, prevents, or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
- (4) any threat, hoax, or demand relating to subparts (1), (2), or (3) above.

But if any event described in subparts (1), (2), or (3) above results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

g. Electrical, Magnetic, or Electromagnetic Energy

Electrical, magnetic, or electromagnetic energy, including but not limited to solar flares, that damages, disturbs, disrupts, or otherwise interferes with any: (1) electrical or electronic wire, device, appliance, system, or network; or (2) device, appliance, system, or network utilizing cellular or satellite technology.

h. Utility Services

The failure of power, communication, water, or other utility service, however caused, if the failure: (i) originates away from the location of the Covered Property; or (ii) involves equipment used to supply the utility service to the location from a source away from the location. Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Damage or loss caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

Communication services include but are not limited to services relating to internet access or access to any electronic, cellular, or satellite network.

i. Exposed Property

Rain, snow, ice, or sleet to personal property in the open.

j. Economic Loss

Delay, loss of use, loss of market, business interruption, economic loss or damage, or any other consequential loss.

k. Missing Property

Missing property where: (1) the only proof of loss is the unexplained or mysterious disappearance of such property; (2) the shortage of property is discovered upon taking inventory; or (3) there is no physical evidence to show what happened to the property.

I. Wear and Tear

Wear and tear, marring, scratching, deterioration, depreciation, mechanical breakdown, contamination, corrosion, rust, dampness, cold, heat, hidden or latent defect, or any quality, fault, or weakness in the property that causes it to damage or destroy itself.

m. Voluntary Parting

Voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

n. Unauthorized Instruction

Unauthorized instructions to transfer property to any person or place.

o. Neglect to Preserve Property

Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.

p. Pollutants

The release, discharge, seepage, migration, dispersal, or escape of "pollutants."

q. Collapse

Collapse, including any of the following conditions of property or any part of property:

- (1) an abrupt falling down or caving in:
- (2) loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) any cracking, bulging, sagging, bending, leaning, settling, shrinking, or expansion.

But if collapse results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Endorsement.

r. Fraud and Dishonesty

Criminal, fraudulent, dishonest or illegal acts (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
- (2) A manager or a member if you are a limited liability company; or

(3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives:

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

B. The following is added to SECTION III – LIMITS OF INSURANCE:

If you have first paid the deductible stated in the Schedule, we will pay the following amounts up to the Limit of Insurance stated in the Schedule. Loss or damage to Covered Property away from the premises is subject to the sublimit shown in the Schedule, which is part of, and not in addition to, the Limit of Insurance shown in the Schedule.

- 1. For loss or damage to Covered Property you own, we will pay the lesser of:
 - a. the cost to repair the Covered Property; or
 - **b.** the "replacement cost" of the Covered Property.
- 2. For loss or damage to Covered Property you do not own that is in your care, custody or control, we will pay the least of:
 - a. the cost to repair the Covered Property;
 - **b.** the "replacement cost" of the Covered Property; or
 - **c.** the amount for which you are legally liable for the Covered Property.

If the lowest amount is "replacement cost," we will pay the "actual cash value" as of the date of loss and then pay the difference between "actual cash value" and "replacement cost" if you replace the Covered Property within one year from the date of the "occurrence".

C. The following definitions are added to SECTION V – DEFINITIONS:

"Actual cash value" means the fair market value of the lost or damaged property as of the date of the "occurrence" taking into account deterioration, depreciation, and obsolescence. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Replacement cost" means the cost to replace lost or damaged property with property of like kind, quality, and utility, without deduction for deterioration, depreciation, or obsolescence. Replacement cost will be valued as of the date of the "occurrence."



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 20

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK **INSURANCE ACT**

SCHEDULE

SCHEDULE - PART I
Terrorism Premium (Certified Acts) \$ 6.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Additional information, if any, concerning the terrorism premium:
SCHEDULE - PART II
SCHEDULE - PART II
Federal share of terrorism losses80%
(Refer to Paragraph B. of this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number:

20

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 21

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Policy Number:

P100.372.542.8

Named Insured:

HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 22

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to both SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

AS-A. Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos;
- (2) exposure to asbestos, asbestos fibers, or materials containing asbestos;
- (3) provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connection with asbestos, asbestos fibers, or structures or materials containing asbestos.



Policy Number: P100.372.542.8

Named Insured: HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 23

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO BUSINESS OPERATIONS DESCRIPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, b. is deleted in its entirety and replaced with the following:
 - b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) the "bodily injury" or "property damage" occurs during the policy period;
 - (3) prior to the policy period, no insured listed under Paragraph 1. of Section II Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period; and
 - (4) the "bodily injury" or "property damage" is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period.
- II. SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement, b. is deleted in its entirety and replaced with the following:
 - **b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if:
 - (1) the offense was committed in the "coverage territory" during the policy period; and
 - (2) the "personal and advertising injury" is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period.



Policy Number: P100.372.542.8

Named Insured: HEALING HEARTS MUSIC THERAPY LLC

Endorsement Number: 24

Endorsement Effective: 07/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- Failure to prevent the spread of the disease; or
- **d.** Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- Failure to prevent the spread of the disease; or
- **d.** Failure to report the disease to authorities.



Notices



Policyholder Notice Electronic Delivery

If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader[®] that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site http://www.treas.gov/offices/enforcement/ofac/.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at http://www.treas.gov/offices/enforcement/ofac/.



In recognition of professional competence in clinical music therapy and having met the standards established by The Certification Board for Music Therapists

Stephany Herndon Nystrand

has been granted the credential of

Music Therapist - Board Certified

this 8th day of February in the year 2008.

In witness whereof, under the seal of this Board, the signatures of its duly authorized officers grant this certificate subject to the rules and regulations of the Board.

ACCREDITED



Secretary Secretary

Chairperson

June 30, 2028

Certification Number

08591

Expiration Date



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g
Date of School Board Meeting: August 22, 2023
TITLE OF AGENDA ITEM: Head Start 2023-2024 Non-Competing Refunding Application
DIVISION: Academic Services
XThis is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: Head Start 2023-2024 Non-Competing Refunding Application (Self-Assessment, Program Improvement Plan. Selection Criteria, Cost Allocation, Annual Report to the Public, TT/A Plan)
FUND SOURCE: Head Start
AMOUNT: \$2,614.013
PREPARED BY: Valencia Denson
POSITION: Gadsden Head Start / PreK Program Director
INSTRUCTIONS TO BE COMPLETED BY PREPARER
Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numberedCHAIRMAN'S SIGNATURE: page(s) numbered



GADSDEN COUNTY SCHOOL BOARD HEAD START/PREKINDERGARTEN PROGRAM

Review/Approval of the 2023-2024 Head Start Refunding Application and Program Improvement Plan

School Board Approval

The Gadsden County School Board reviewed and approved the 2023-2024 Head
Start Refunding Application and Program-Improvement Plan on 22^{nd} day of August 2023.

Leroy McMillan, Board Chair	Date	_

HEAD START SITES

Chatahoochee Elementary 335 Maple St. Chattahoochee, FL 32324 George W. Munroe Elementary 1830 W King St. Quincy FL 32351 Greensboro Elementary 559 Greensboro Hwy. Quincy FL 32351

Havana Magnet School 1210 Kemp Rd. Havana, FL 32333

Head Start Central Office 500 W King St. Quincy, FL 32351 (850) 627-3861 Midway Head Start 86 MLK Jr. Blvd. Midway, FL 32343

Quincy Area Threes 35 MLK Jr. Blvd. Quincy, FL 32351 Stewart Street Elementary 749 S Stewart St. Quincy FL 32351





"PUTTING CHILDREN FIRST"



...where all children participating in the Gadsden County

Head Start/Pre-Kindergarten Program

enter school emotionally, physically,

socially, and intellectually ready to learn;

fully recognizing the crucial role of the

parents as their child's primary teacher.

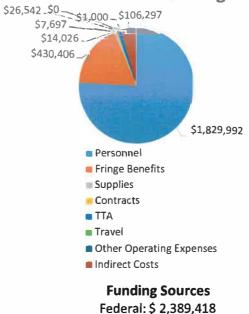
Table of Contents

Head Start Program Services	7
Staff Training and Support	2
Preparation for Kindergarten	2
Program Highlights	4
Program Funding	5
Audit Findings	5





Head Start Funding



Federal: \$ 2,389,418 In-Kind Match: \$ 603,990 State of FL: \$ 571,874

Audit Findings

Fiscal - 75.308 Revision of budget and program plans. (c)(1) For non-construction Federal awards, recipients must request prior approvals from HHS awarding agencies for one or more of the following program or budget-related reasons: (xi) The recipient wishes to dispose of, replace, or encumber title to real property, equipment, or intangible property that are acquired or improved with a Federal award.

Corrective Action

The district will ensure that all financial transactions are in compliance with the budget summary of the grant. Every effort will be used to utilize appropriate funding when purchasing items with federal grant funding. If funds are needed for use, then an amendment will be established through the Office of Head Start Enterprise System.

2022 2023 PROGRAM HIGHLIGHTS

Children Served

Head Start Funded Enrollment 227

Head Start/Voluntary Pre-K Enrollment 227

Percentage of Eligible Children Served 100%

Total HS Children Served 227

Total Number of Families Served 218

Average Monthly Enrollment 227

HS Children Immunized 100%

HS Children Completed Well Child Checks







Program Services

The HS program provides vital education and training services to families of the children it serves. These services empower both children and parents in reaching their goals.

HS Family Services					
Services & Training	Populations Served				
Component Areas	Families				
Parent Orientation	78				
*Safety/CPR/First Aid	*conducted every two years				
Parent Trainings	77				
Child Abuse & Neglect	0				
Mental Health	3				
"In Need" Family Services Referrals	94 (46 families)				

Parental Involvement Activities





- Volunteering
- Mentoring
- Male Involvement
- Pre-K to Kindergarten Transition

Staff Training and Support

Classroom Observation Scoring System (CLASS)

HS staff receive CLASS training at the start of and throughout the program year. Teaching teams receive feedback and coaching based upon their CLASS observation results. Observations reflect that HS classrooms meet the threshold for classroom interactions and experiences and that teams are working to reach the HS standard for high quality classroom interactions and experiences.

CLASS Domains	2020 HS National Scores	HS Quality Classroom Thresholds	Gadsden 2023 Observation Scores	HS Threshold for Grantees
Emotional SD	6.03	6.0	5.7	5.0
Organizational SD	5.78	6.0	5.4	5.0
Instructional SD	2.94	3.0	2.9	2.3
*2021-2022 HS Na	tional Scores	are unavailable		

Preparation for Kindergarten

The Gadsden HS program prepares students using milt-leveled assessments to include: 1) Renaissance's Star Early Literacy and 2) Benchmarks' Ready to Advance (RTA) Comprehensive Assessment (BCA); both assessments align to Head Start, State and District level performance standards.

Renaissance's Star Early Literacy is a standardized, computer-adaptive assessment which measures students' foundational literacy skills. The target unified scale score for Gadsden HS/Pre-K is 690 (Tier 3).

110 0 1	Star Early Literacy					% Level
H5 Gains	Scale	Scores Tiers		Performance		
Component Area	воу	EOY	3	2	1	GAINS
Language & Literacy	620.8	708.9				11.2

Preparation for Kindergarten continued...

Benchmarks' Ready to Advance (RTA) Comprehensive Assessment (BCA) blend social-emotional development with academic learning through ten thematic units with interconnected topics that build domain-specific knowledge and early literacy skills over time and includes the following domains:

- Social and Emotional Learning (SEL)
- Language & Literacy
- P Cognition (Math, Science & Social Studies)
- Physical Development
- # Fine Arts and Technology

The RTA BCA overall target score is 351 (Tier 3).

116 6-1-		BCA				% Level Performance
HS Gains	Scale Scores		Tiers			
Component Areas	воу	EOY	3	2	1	GAINS
Social Emotional	15.0	30.9				31.8
Language & Literacy	42.7	120.4				34.5
Cognition	32.3	112.2				40.0
Physical Development	16.6	32.6				32.0
BCA Overall Score	108.0	303.0				37.1





TABLE OF CONTENTS

SECTION	TITLE	PAGE LOCATION	
	Program Design and Approach to Service Delivery		
	A. Goals		1-6
	B. Service Delivery		7-19
	C. Governance, Organizational, Management Structu	ires	20-22
SECTION II			
	Budget and Budget Justification Narrative		
	Justification and Narrative		23-30
	Indirect Cost		27
	Non-Federal Share		28-29
	Other Funding		30

2023-2024 Head Start Refunding Application

Total Funds Requested

\$2,614,013

Program Operation:

\$2,587,471

T/TA Funding:

\$26,542

Non-Federal Share:

\$653,503

Program Option:

Center Based

Section I. Program Design and Approach to Service Delivery

Sub-Section A: Goals

Gadsden County School District, a Board of Education is applying to continue serving Head Start

children ranging in age from three to five in Gadsden County, Florida. Gadsden County School

District proposes two center-based service delivery options for Head Start children and families,

1) consists of 6.5 hours per day, five days per week for 180 days per year for a total of 1170 hours

per year for 195 Head Start children, 2) consists of 10 hours per day, five days per week for 180

days per year for a total of 1800 hours per year for 32 Head Start children. A total of 227 Head

Start children will be provided center-based services. Services will be provided in five elementary

schools, and two community centers all owned and provided by the Gadsden County School

District. All Gadsden County School District Head Start centers are accredited through Cognia,

formerly known as AdvancEd.

The Gadsden County School District has administered comprehensive Head Start early childhood

services since 1985. Also, administered the Florida Voluntary Pre-K (VPK) program since 2005

and STAR Early Literacy since 2018.

Program Goal 1: Increase parental involvement of families in Gadsden County's Head Start/Pre-Kindergarten (HS/Pre-K) Program.

	Progress, Outcomes, and Challenges				
Objective(s)	Year 1 {Baseline}	Year 2	Year 3	Year 4	Year 5
{Description of objective}	{Expected outcome}	{progress/ou tcome}			
A. Increase participation and engagement in school and community related activities by 10% for each year of the project period with 90% overall participation by 2024.	50% participation (#) families • participation in one or more Head Start (HS)/school-wide functions • chaperoning/attending filed trips • volunteering in the classroom Validation: 1) Pre/Post Surveys 2) Sign-In Sheets 3) ChildPlus (Data Collection/Reporting System) Reports Challenge(s) 1) Access to transportation 2) Access to technology	60% increase (#) families • On-going	65% increase (#) families participation in two or more HS/ school-wide functions chaperoning /attending filed trips volunteering in the classroom Due to Covid-19 no field trips and volunteering in classrooms How to safely manage a Head Start Program during the Covid-19 Pandemic Parent Academy	70% increase (#) families • On-Going	75% overall (#) families • On-Going
B. Parents of HS/Pre-K children will serve as members and/or advisors to the HS/Pre-K Policy Council, annually.	 Volunteer and/or attend HS/Pre-K sponsored events and activities at least three (3) times, annually. 95% Retention rate of HS/Pre-K Families who serve on the Council. 	On-Going	 On-Going Parents served as members and advisors to the Policy Council and Center Committee Groups. All 	On-Going	On-Going

Program Goal 1: Increase parental involvement of families in Gadsden County's Head Start/Pre-Kindergarten (HS/Pre-K) Program.

	Progress, Outcomes, and Challenges						
Objective(s)	Year 1 {Baseline}	Year 2	Year 3	Year 4	Year 5		
	80% Attendance of Policy Council meetings. Validation: 1) Meeting Agenda/Minutes 2) Sign-In Sheets 3) ChildPlus Data Reports Challenge(s): None		meetings were held virtually to allow for safe participation s of all members. Technology allowed all members to fully participate in a hybrid platform.				

Program Goal 2: Provide training and education to Gadsden County HS/Pre-K parents to improve their families' emotional, social and economic well-being.

	Progress, Outcomes, and Challenges					
Objective(s)	Year 1	Year 2	Year 3	Year 4	Year 5	
A. 100% of HS/Pre-K families will receive and/or have access to meeting and training information for each year of the project period through 2024.	HS/Pre-K offered training in family preservation to include awareness of mental, physical, and emotional health issues financial planning family planning Distribution of Flyers, Brochures and Public Service Announcements in newspapers and radio ads Validation: 1) Pre/Post Surveys 2) Sign-In Sheets and 3) ChildPlus Data System Reports	• On-Going	 On-Going. Families had access to meetings and training information. Virtual meetings and Trainings Social Media News Station Media Outlook District Media Page ChildPlus Website 	• On-Going	• On-Going.	

Program Goal 2: Provide training and education to Gadsden County HS/Pre-K parents to improve their families' emotional, social and economic well-being.

	Progress, Outcomes, and Challenges						
Objective(s)	Year 1	Year 2	Year 3	Year 4	Year 5		
	Challenge(s): Low "turn-out" due to 1) Access to transportation 2) Access to technology						
B. Increase referral services to collaborating agencies by 10%, annually.	Referral Services to Collaborating Agencies, annually A. Continuing Education B. Career Planning and Job Placement C. Alcohol and Substance Abuse D. Domestic Abuse E. Child Abuse F. Children with Suspected Disabilities Validation: 1) Needs Assessment Survey 2) ChildPlus Data System Reports Challenges: 1) Transportation to/from scheduled and follow-up appointments 2) Displacement of families due to economic instability	• On-Going	On-Going. Referrals were made to Collaborating Agencies on an as- needed-basis. Christmas Connection Access to services due to Covid-19 Pandemic	• On-Going	On-Going.		

Program Goal 3: Increase kindergarten readiness rates of Gadsden County HS/Pre-K students who demonstrate proficiency on pre-Kindergarten assessments.

	Progress, Outcomes, and Challenges					
Objective(s)	Year 1	Year 2	Year 3	Year 4	Year 5	
A. HS/Pre-K students will show gains on kindergarten readiness rates for each year of the project period with an overall 80% Readiness Rate (RR) by 2024	• Assess students three (3) times per program year using adopted/approved pre-k assessment tool (FAST) that align to the Division of Early Learning and Head Start Outcomes (ELOF) and Florida Early Learning and Development Standards • Assess students using curriculum aligned assessment tools, Benchmark Comprehensive Assessment, given three (3) times per program year and Unit Based Progress Monitoring, given upon completion of each unit, that align to the Division of Early Learning and Head Start Outcomes and Florida Early Learning and Development Standards A. Utilize individualized lesson plans to target student's subject area deficiencies. B. Measure and record gains using initial and final assessment results. Validation: 1. VPK Readiness Rates 2. Lesson Plan containing individualized small group instruction. 3. Curriculum generated assessment tools	• On-Going	• On-Going • Many families chose to enroll their children in the virtual classroom. Access to internet services. Parents taking on the role of their child's teacher.	75% RR • On-Going	80% RR On-Going	

Program Goal 3: Increase kindergarten readiness rates of Gadsden County HS/Pre-K students who demonstrate proficiency on pre-Kindergarten assessments.

Objective(s)	Progress, Outcomes, and Challenges						
	Year 1	Year 2	Year 3	Year 4	Year 5		
	Challenges: 1. Regular Classroom Attendance 2. Parent Denial of Individualized Plans/Services						
B. Gadsden County HS/Pre- K students will increase individual student performance by a minimum of 25%.	55% Mastery of four-year old FL standards A. Analyze and compare Gadsden County HS/Pre-K students' FAST scores by assessment period(s) and to the ELOF. B. Analyze and compare Gadsden County HS/Pre-K students' FAST scores to State/National assessment period(s) and to the ELOF. Validation: 1. VPK Readiness Rates 2. Lesson Plan containing individualized small group instruction.	10% Gains • On-Going	15% Gains • On-Going	20% Gains • On-Going	25% Gains • On-Going		

Sub-Section B: Service Delivery

APPROACH

- 1. Service and Recruitment Area: The Gadsden Head Start Program is in the rural area of 500 West King Street Quincy, FL 32351 within the Gadsden County School District (GCSD). GCSD is committed to implementing a model that will provide 1080 hours/year and up to 1800 hours per year of center-based Head Start (HS) services to 227 preschool children and their families in Gadsden County. Thirty of the 227 children will receive extended day services, providing 10 hours per day of HS comprehensive services by Gadsden County School district HS staff at two community sites. The remaining 197 children will receive services at the five elementary school sites. In this section, the specific proposed services discussed are the professional development opportunities for staff and parents, the organizational experience and current capability of the HS staff and the entire school district, as well as the planning and implementation strategies to be used. The HS staff all have bachelor's degrees and make a competitive salary starting at \$46,500 with it being the highest of the surrounding counties. This salary is competitive based on the demographics of the area. Because the Head Start Program is within the GCSD, all staff receive the same bonuses as other employees in the district. Recruitment continues to be an area of concern across the state in all districts and Gadsden is no exception. We are diligently looking for ways to entice teachers and support staff to join our program.
- 2. Needs of Children and Families: Gadsden County School District proposes to provide center-based HS services in Gadsden County, Florida. Gadsden County is located in the northwestern corner of the Florida Panhandle, known as the Big Bend Region. The proposed service area encompasses 516 square miles of land, 12 square miles of water, and includes a

population of 43,826 individuals in Gadsden County according to July 2020 US Census data. US Census data shows that Gadsden County has a declining population of 5.5 % from 2010 to 2020. Gadsden County is one of the least densely populated counties in the State with an average of 84.9% people per square mile compared to the state of Florida at 350.6 people per square mile. According to July 2020, US census data, the population of Gadsden County is comprised of 53.2% African American, 32.2% Caucasian, 11.6% Hispanic and less than 3% other. Gadsden County is the only county in Florida where most of the population is African American. Hispanics are the fastest growing demographic in Gadsden County. Seasonal crops are grown around the city of Greensboro; attracting migrant workers who harvest seasonal cops in this area of Gadsden County. Much of Gadsden is rural, primarily agricultural, with limited job opportunities and wage-earning potential. As a result, more than half of the county has employed residents travel to neighboring counties to work. According to the Florida Legislature Office of Economic and Demographic Research (2020) Gadsden County's per capita personal income was \$38,507 annually, compared to the State average per capital personal income of \$55,675. Gadsden County's unemployment averages have shown a decrease from 11.4% in 2010 to 5.4% in 2021 according to the US Department of Labor, Bureau of Labor Statistics. Despite these decreases, the average unemployment rate of 5.4% for Gadsden County continues to exceed the State average unemployment rate of 4.6%. Job creation has occurred sporadically in Gadsden County over the past three years. The few jobs created recently have primarily come from expansions of existing industry and often require education, credentials and skills that low-income residents do not currently possess. Homelessness has been confirmed as a challenge for Gadsden County. The Florida Department of Education data in 2020-2021 school year reported 170 students in the entire school district as homeless in accordance with the definition set forth in the McKinney-Vento Act. Students sharing housing with others due to the loss of a home or other economic hardship make up 92% of the 170 students. Students reportedly living in cars, parks or campgrounds make up 8% of the 170 students. The HS program served 4 homeless children in the 2022-2023 school year and 2 homeless children during the 2021-2022 school year. The recruitment of homeless children continues to be a priority for Gadsden County HS. In Gadsden County 21.9% of all residents lived below the federal poverty level compared to the State rate of only 12.4% according to the 2020 Census. Of all individuals living in poverty in Gadsden County, 32.5% were children, compared to Florida's 16.5% average. The 2020 Census data profile reveals that 47.2% of female-headed households with children under the age of five lived in poverty compared to the State rate of 38.1%. The poverty rate of female head of household is especially significant considering Gadsden County's high rate of births to unmarried mothers. The percent of unmarried mothers in Gadsden County was 85.3% from 2009-2013; significantly exceeding the State rate of 40.1%. This represents an increase of 29.7% for Gadsden County. The economic conditions in Gadsden County are reflected in the number of income eligible children and families that could benefit from a HS program. The 2014 -2018 five-year data profile from the US Census American Community Survey website noted that there are 2,699 children under the age of five. With an estimated 21.5% of all children living in poverty in Gadsden County according to the US Census, there is an estimated 581 children under age five in families whose incomes are at or below poverty. Using estimated births per year, approximately 370 three, four and pre-k five-yearold children are living in poverty in Gadsden County. Enrollment for Gadsden County HS for September 2023 consists of 227 HS children, all of which are income eligible according

to HS guidelines. Additionally, 18 children are currently waiting for HS services in Gadsden County. All Gadsden County School District schools qualify for free breakfast and free lunch as evidenced by the Florida Direct Certification Determination. The economic challenges present in the county have affected the presence of special populations, as well as their needs. The number of young children with diagnosed disabilities continues to rise. The Gadsden HS Program served 28 children with diagnosed disabilities in 2022-2023. Majority of the children, each year, are diagnosed with speech and language delays and/or developmental delays. The Gadsden County School District is the Part B service provider and thus works very closely with the Gadsden County HS program as the grantee to identify preschool children, provide interventions, evaluate and diagnose children as well as provide services for children, when needed. The Gadsden County HS program works closely with three infant and toddler service providers along with Early Steps, the Part C provider. Collaboratively, these providers work together to identify children who are entering the HS program. Gadsden County HS collaborates with Florida State University, the Early HS provider, in the county by conducting joint screening and recruitment efforts in the spring when pre-kindergarten registration is held. The school district Child Find Coordinator also participates in the screening process. Along with the Early HS program in the county, Gadsden County HS also collaborates with two home visiting programs for infants and toddlers. Healthy Start and Healthy Families Gadsden meet to ensure resources are maximized and not duplicated. These efforts resulted in the formation of the Gadsden County Home Visiting Partnership. Gadsden County HS is a part of this collaborative partnership that results in preliminary screening for children with referrals.

There are few children under the age of five who are moved to foster care in Gadsden

County. Most children who are subject to removal are placed with relatives as reported by the Gadsden County HS staff. The statistics for Gadsden County, Florida from the Fostering Court Improvement.org website confirms this information. The website indicated that from October 2016 to September 2017, there were 15 children removed to foster care for all age groups at a rate of 18.3% compared to the State rate of 35.8%. Gadsden County HS is committed to serving foster children, however, there is a low incidence if foster children placed out of the care of relatives in the county. Daily attendance will be a priority of the HS program. Data will be shared at parent orientation comparing children's regular attendance to their educational growth. Parents will be contacted when a child is absent from school 30 minutes after the scheduled arrival time. Family services staff will contact families when a child has been absent for three (3) consecutive days. Families will be offered support and resources to ensure children are in school daily unless they are sick.

3. Rationale for Proposed Program Option and Funded Enrollment Slots::

The rational for center-based program operation is supported by geography, limited access to transportation and limited access to technology. Gadsden County covers 516.38 square miles. According to Unites States 2020 Census Data, Gadsden's estimated population is 43,714 persons (84.9 persons per square mile). County social-economic data reveals that per capital income averages \$21,087 and that 34.9% of children under the age of 18 are living in poverty. Of these children under the age of 18, 5.6% (2,699 children) are less than five years of age. Approximately 85% of families in Gadsden County have attained a high school diploma but have not received a postsecondary degree. To seek better employment opportunities and to earn higher wages, families commute an average 31 minutes to

neighboring counties. Historical data reveals that educational attainment is directly correlated with earning potential, hence increased disposable income to purchase needs and wants -- reliable transportation and reliable broadband services for increased exposure to virtual environments beyond their rural communities. To prepare children and their families to be productive, functioning members of society, Gadsden County Schools proposes to offer services to mitigate hardships that county residents face given their rural communities and their limited access to transportation and technology.

A center-based program that is operated on existing school campuses provides an array of advantages for children enrolled in the program and their families to include, but are not limited to, free public transportation to and from program sites, extended hours for independent sites to accommodate working families, free meals and snacks, access to health and developmental screenings, 1170 hours of instruction (Monday – Friday, 6.5 hours, daily) from certified and trained educational staff, parental training, and referrals for services from other agencies and community partners.

Gadsden County proposes to maintain its current funded enrollment of 227 students but is expected to provide services to more than its funded enrollment. Early exposure and learning will provide opportunities for children who under normal circumstances would not be prepared for the structure and rigors of an academic setting. Parents will also receive guidance on socialization skills and expectations for their child's learning. These services are designed to offer pre-school aged children a "Head Start" as they prepare to enter Kindergarten.

4. Centers and Facilities: Head Start classrooms are located on the campuses of five elementary schools and two community sites. Two HS sites will remain within the

community, one in Midway and one in Quincy. The five center-based sites are located on school campus because we operate within the Gadsden County School District. The two community sites are 10 hours days to cater to our working pollution of parents. The schools are in rural communities that have low socio-economic backgrounds. In order to accommodate and serve our families better the site locations are as follows including our two stand alone:

School	Address	# of classrooms	# of teachers	# of Paraprofessionals	Total # of students
Havana Magnet	1210 Kemp Road Havana, FL 32333	2	2	2	34
Stewart Street	749 S Stewart St. Quincy, FL 32351	2	2	2	34
George W Munroe	1830 W King St. Quincy, FL 32351	5	5	5	75
Greensboro	559 Greensboro Hwy Quincy, FL 32351	2	2	2	34
Chattahoochee	335 Maple St. Chattahoochee, FL 32324	1	1	1	17
*Midway HS	86 M L King Blvd Midway, FL 32343	1	1	1	17
*Quincy Area 3's	35 M L King Blvd Quincy, FL 32351	1	1	1	16

^(*) stand alone sites

Also, through the pandemic, all sites remained open with the hybrid option for parents. However, now the hybrid model is not an option because all students are back in brick and mortar.

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance: The Gadsden County
Head Start Program has been using the ChildPlus Tracking System for several years. Our
program recruits' children year-round. Applications are available throughout the year to

maintain a waitlist. In 2020 our program implemented an online application process; families can now apply online or in person. Staff members are actively promoting The Gadsden County Head Start Program at meetings and events within the communities. A recruitment flier is updated annually and distributed via email, social media and posted in high traffic areas such as low income housing areas, local health departments, schools, public assistance offices, etc. Recruitment ads are also broadcasted on the local radio stations and interviews are conducted with the local news station. To promote and inform community partners, and families about the Gadsden County Head Start Program, a Facebook page was created and the Gadsden County Schools Head Start website was updated. Community partners and families can also scan a QR Code that will link directly to the district's website and/or our Facebook page. An eligibility point criterion will be utilized to assure that the children most in need enter the program. Our program also works with the Gadsden County Schools District Child Find Specialist, to assure that at least ten percent of the children enrolled are children with identified disabilities. Attendance is monitored daily as teachers and family service workers call families if a child does not arrive within one hour on a program day. Attendance is then monitored monthly by family service workers to make sure the program is at or above 85% and to identify any chronic absences or trends. If family service workers notice low average daily attendance or trends, families can be put on an attendance improvement plan with the support of their family service worker to identify obstacles, create achievable steps to improve attendance, make necessary referrals, and collaboratively support getting their child to school. If a child misses two consecutive (unexcused) days, family service workers reach out to family to make sure they are safe and address any additional factors that are causing absenteeism.

6. Education and Child Development: Gadsden County will use the Ready to Advance Curriculum. School Readiness goals will be centered around the four developmental domains (physical development, social emotional learning, language/literature, and cognition. For each goal, objectives and strategies will be created. Goals and objectives will continue to be aligned with the Head Start Early Learning Outcomes Framework, Ages Birth to Five and with Florida's Early Learning and Development Standards.

Domains	Gains
Social Emotional Learning	32%
Physical Development	32%
Language & Literature	35%
Cognition	40%

The Program uses the Benchmark Ready to Advance Early Learning Program. Ready to Advance is a comprehensive early learning and developmental program that includes teacher support for classroom and behavioral management; whole-group and small-group instruction; choice options for productive collaboration and play; and flexible guidelines for multifaceted progress monitoring. The program supports administrators, classroom teachers, staff, children and their families, by providing integrated, age appropriate materials and activities that promote high-quality learning experiences for children who attend Pre-Kindergarten Programs. All content, skills, and materials are aligned with the Head Start Early Learning Outcomes Framework and the Office Early Learning Developmental Standards (Birth to Kindergarten). The curriculum focuses on skills in the areas of approaches to learning, social and emotional development, language and literacy, cognition, and perceptual motor and physical development. Students are assessed periodically to determine if they are meeting the goals as described in the Early Learning Outcomes Framework.

7. **Health:** The health services program has recently gained a health program assistant who helps assist in data monitoring using the computer based system (Child Plus) to monitor and track the provisions of health services, assist in maintaining accurate and current files, and assist in providing nutritional and safety literature to the teachers, staff, and the head start students and their families as well as assist in communicating with partners to provide health, and dental resources to families.

The Health Services program also provides teachers, staff, students and their families with a monthly health newsletter that provides tips and information on healthy eating, physical activity, oral health, and providing a safe and healthy environment. Gadsden County Head Start has also established a partnership with the Gadsden County Health Department. In addition, Gadsden County has contracted with a health educator from the health department who works with the students on health and nutrition using the organ wise guys curriculum. The Organ wise Guys curriculum is an evidence- based program that empowers kids to be healthy and smart from the inside out. It is shown to improve children's health and academic performance.

The health services program has also implemented the Child Health History questionnaire into the intake process to ensure effective and appropriate follow—up with families to obtain individual health care plans, to work with families of children with known or suspected health, dental or developmental problems as well as to ensure that students with chronic illnesses receive treatment in a timely manner. Additionally, the Health Services Coordinator and Health Program Assistant also complete hearing and vision screening for all head start students within the 45-day requirement to ensure students who do not pass the screenings are referred for services and treatment.

The health services program also worked with the North Florida Medical Dental Outreach program to provide dental assessments to the Head start students of Stewart Street Elementary and George W. Munroe Elementary. In Addition, A licensed Dental Hygienist from Liberty Dental Plan provided screenings to the head start students of Greensboro Elementary, Chattahoochee Elementary, Midway Head start and Quincy Area 3's. The students were also given a bag with a toothbrush, floss, and toothpaste afterwards.

8. Family and Community Engagement: In collaboration with the Gadsden County Schools Family and Engagement department and other local social services agencies we provide support services to enable families to work and meet their basic needs. Gadsden County Head Start is using guidance from the Parent, Family and Community Engagement framework to build trusting and respectful relationships with families. Gadsden County Head Start staff educate parents during registration and orientation on the Head Start Program standards and requirements. Family Service Workers conduct Family Partnership Agreements (FPA) and Family Outcomes Assessments with families. Assessments are conducted two times a year, once at enrollment and one time at the end of the program year. The FPA is aligned with the Family outcomes of the Parent, Family, Community Engagement framework, as all questions fall under the domains of: Family well-being, Positive Parent-child Relationships, Families as Lifelong Educators, Families as Learners, Family Engagement in Transitions, Family Connections to Peers and Community and Families as Advocates and Leaders. Data is tracked and entered into Child Plus, where gains can be monitored and addressed. Referrals are made when a family self-reports a need in one of the domains. Translation in Spanish is provided at all Parent Committee meetings, events, home visits, parent teacher conferences and Policy Council.

9. Services for Children with Disabilities: During the 2022-2023 program term, we reached the requirement of ensuring that 10% of our funded enrollment was with children with disabilities. The program is actively working with the LEA and teaching teams for approximately 28 students who have suspected cognitive, speech/language, behavioral, and social/emotional concerns based on parent input, as well as scores on the Early Screener Profile (ESP) and Benchmark Comprehensive Assessment (BCA), and other developmental assessments. Concerns are actively monitored, updated, and tracked using the ChildPlus Data Management software. Gadsden Head Start/PreK has made some major changes. Gadsden County Head Start Continuation Grant Application 2023-2024 to the special education evaluation process, and those changes support our work to help students and their families. No additional changes will be made.

Mental Health Services: During the 2022-2023 program term, Gadsden County Head Start/PreK contracted with a licensed mental health consultant to observe all head start classrooms, provide strategies to all head start teaching teams, and to address concerns initiated by parents and/or teaching teams.

10. Transition: A Transition Information Day is sponsored by the Head Start/Pre-K Program. On this day, parents are provided with information in regards to the requirements for the upcoming school year. Kindergarten teachers, District ESE Program Specialists, the Health Coordinator, and the Education Coordinator provide parents with information and resources that allow their child's transition into kindergarten to be effortless. All but 2 classes are on campuses that have kindergarten classes. Parents are informed that they are not required to reenroll their child for the upcoming year if their child will attend the same site. Parents are provided with summer activities, resources from The Early Learning Coalition, and state

standards in math and ELA for Kindergarten. Families also complete the transition plan which is initiated by the Family Service Worker during the monthly call.

Students at the local standalone sites also participate in a Transition Day. This day provides these students with the opportunity to visit a school campus. The students ride a bus to a local school site, eat breakfast, and spend time in the classroom environment. During this time, students are engaged in learning activities. The students meet the administrative staff and are allowed to ask questions. This process allows students to become acclimated to a larger setting and helps reduce anxiety when they enter school in the upcoming school term.

11. Services to Enrolled Pregnant Women: Not Applicable

12. Transportation: The Gadsden County School District provides safe, reliable, and timely transportation for Head Start students both to and from school. Transportation desire is to provide students with a positive start and finish to their school day. With over 50 buses, serving five school sites daily; our drivers and aides are skilled to be productive workers with a commitment to meet the ever-changing challenges of school bus and student safety. To accomplish our desired mission, staff, parents and students must work in a collaboration of effort and trust with open communication. Also, the Head Start office has two vans to aid in transporting students from our two stand alone sites, if needed. However, these parents drop off and pick up their child(ren).

Sub-Section C: Governance, Organizational, and Management Structures

1. Governance:

The Governing Body (Elected School Board Members) of the Gadsden County Head Start Program has Legal and Fiscal Responsibility to administer and oversee the Head start Program.

The Duties and Responsibilities of the Governing Body are as follows. The Governing Body has the Legal and Fiscal Responsibility for administering and overseeing programs, including the safeguarding of Federal funds.

The Governing Body adopts practices that assure active, independent, and informed governance of the Gadsden County Head Start Program. This includes impasse procedures, internal dispute resolution, meaningful consultation and collaboration about Policy Council and Governing body decisions. The Governing Body and Policy fully participates in the development, planning, and evaluation of the Gadsden County Head Start Program.

The Governing Body uses ongoing monitoring results and data to establish long - term strategic goals to ensure that the program remains responsive to the community's needs.

The Policy Council for the Gadsden County Head Start Program serves as a link between public and private organizations within the community. The Policy Council is responsible for the Direction of the Program.

The Duties and Responsibilities of the Gadsden County Head Start Policy Council are as follows. The Policy Council is made up of Parents that serve on the Parent Center Committee that serve at each site (51%) and Community Members.

The Officers of the Gadsden County Head Start Policy Council are the Chairperson, Co-Chairperson, and Secretary.

The Duties of the Chairperson is to serve as the Moderator and keep the meeting moving. Allow full and complete discussion so that the members are clear about the issues at hand. The position of the Chairperson must not be used push a particular issue if the group is adverse to the issue.

The Duties of the Co-Chairperson is to substitute for the Chairperson when he/she is absent from the chair and assist the Chairperson as needed.

The Duties of the Secretary with the assistance of the Head Start staff is to take minutes of all meetings. Write letters for the group and maintain files for the letters.

The Policy Member serves for one year however, if the member serves for an additional year he/she must stand for reelection.

The Policy Council uses ongoing monitoring results and school readiness data to establish long -term strategic goals to ensure that the program remains responsive to the community's needs.

2. **Human Resources Management:** The management team consist of a director and five coordinators (health, education, family services, parental involvement, and disabilities/mental health). There are fourteen teaching teams, four family service workers, four resource teachers, five program assistants, program specialist, administrative assistant and receptionist. The entire staff is CPR certified and have training in child abuse and neglect. The Gadsden County Head Start program is under Gadsden County School District (GCSD) and we

follow the salary scale of the school district. The starting salary for instructional staff with no years of experience is \$46,500 and all non-instructional staff (paraprofessionals/custodians) are paid at least \$15 an hour. Because we are following the protocol for GCSD, all employees are not considered hired until they have passed the drug screening and background check. Our program is made up of a diverse group of individuals who are working towards the mission and core values of Head Start.

3. Program Management and Quality Improvement: The Gadsden County Head Start is committed to providing human resource in all areas of the program by making sure adequate staff is available. All classrooms are equipped with a teaching team and the latest up to date technology. Teachers are provided with the resources to ensure students are receiving a high quality education. During the summer the program host a Summer Academy that is catered to the professional development need of the staff. Also, when new staff is hired the coordinators spends a day with them going over the significance of their component area. There is a continuation of professional development throughout the program year.

Based on the 2023 review results of FA2, the corrective area was Facilities and Equipment. Since this purchase in 2019, the administration has changed.

Section II. Budget and Budget Justification Narrative

1. Gadsden County School Board believes that each employee contributes directly to the District Head Start program's mission "to ensure that all children participating in the Gadsden County Head Start Program enter school emotionally, physically, socially, and intellectually ready to learn; fully recognizing the crucial role of the parents as the child's primary teacher". The Gadsden County School District is committed to hiring and maintaining highly qualified and educated staff to ensure our classrooms are accredited and recognized nationally. Staff will be hired to offer extra support to teachers in the classrooms. Our salaries are in line with the latest wage comparability study completed by the Florida Head Start Association in 2019.

A. <u>Personnel:</u> \$1,853,555

Positions	# of	Cost
	Staff	
Program Managers & Experts	6	\$317,455
Teachers	18	\$837,000
Teacher Aides	14	\$301,000
Nutrition	1	\$31,500
Family Service Workers & Male Involvement	8	\$216,000
Director	1	\$82,000
Clerical	1	\$32,500
Administrative Assistant	1	\$36,100
Totals	50	\$1,853,555

B. Fringe Benefits:

\$430,406

Gadsden County school Board has found that offering a comprehensive and generous

benefit package to employees, has been most helpful when trying to recruit and retain qualified staff. Gadsden County School Board has remained committed to assisting staff with the increasing cost of medical premiums. All employees' basic dental premiums will continue to be paid by the School Board.

	Cost
FICA (6.20%)/ Medicare (1.45%)/ Unemployment (0.4300%)	\$147,855
Health/Dental/Life (4.6200%)	\$84,546
Retirement (10.82%)	\$198,005
Total	\$430,406

C. <u>Travel:</u> \$30,000

Travel expenses will be used for out of state reimbursement to attend trainings and to pay for any other reimbursement related to travel.

D. Equipment:

There will be no travel imbedded in this grant. This funding will be allocated from another funding source.

E. <u>Supplies:</u> \$68,000

Supplies are necessary and essential to the operations of the program. Office supplies include computers, and office supplies for programmatic staff (those who are not

directly in the classroom). Food service supplies are sundry items used by the food service staff at the centers and community sites to prepare and package meals. Items may include utensils, storage containers, food trays, cambro and small kitchen appliances. Custodial supplies are also needed for cleaning purposes such as soap, detergent, tissue, and napkins. In addition, these materials are required to fulfill the school readiness goals of the program.

Cost	
\$60,000	
\$5,000	
\$3,000	
\$68,500	
	\$60,000 \$5,000 \$3,000

F. <u>Contractual:</u> <u>\$45,200</u>

There is a growing need for a mental health consultant in our community for students , staff and families. The economy and COVID-19 have left the world in such a turmoil of disbelief. The Head Start Program ChildPlus Data tracking system is our management program and the consultant helps the information to flow smoothly throughout the system. The consultant is reliable personnel for the success of data being stored accurately on the database. Conscious Discipline is a parent training model that is used to train parents on the "I Care" ritual.

	Cost
Mental Health Consultant	\$20,000
ChildPlus Consultant	\$18,000

Conscious Discipline	\$7,200
Total	\$45,200

G. Construction: \$0

There will be no construction for the 2023-2024 program term.

H. Other: \$63,853

The other line item budget category reflects building occupancy costs to include utilities, building maintenance, garbage, telephone, postage, etc. Parent services are the costs associated with parental involvement projects that provide family education, training, outings. Projects include but are not limited to policy and advisory council meetings.

	Cost	
Parent Services	\$1,000	
Training and Staff Development	\$87,853	
Fuel for Buses and Vans	\$5,000	
Total	\$63,853	-

I. Indirect Cost \$96,457

Gadsden County School Board has a state approved Indirect Cost Rate of restricted 3.69%. The restricted rate is multiplied by the program operations. This rate is valid for the period of July 1, 2023 thru June 30, 2024. The rate covers the cost of the following annual audit, accounting, human resources, information technology and administrative functions. Common cost, such as communication (telephone, internet, and cell phone) and clerical for the administration building are all a part of indirect costs.

Cost

Indirect Cost	\$96,547
Total	\$96,547

Total All Charges (Program Operations) - \$2,587,471

Total Training and Technical Assistance - \$26,542

Grand Total Funding - \$2,614,013

- 2. The program does not have contracts that are more than \$150,000. This does not apply to our program.
- 3. If the program is awarded funds for the cost-of-living (COLA), we will adjust the budget to reflect the salary increase as needed.
- **4.** The program is financial and property is managed through the Gadsden County School District. We are not responsible for the property that we use.

5. Non-Federal Share:

\$653,503

Equally planned, based upon the historical and extensive relationship with the Gadsden County School Board are the source of Non-Federal Share services used to support the school readiness goals of the Gadsden County School Board.

Personnel: Program Design and Management:

Salaries/Benefits

School Site Data Entry 12,387
School Site Custodial Services 8.227
Total Personnel \$20,614

Head Start classrooms are located on elementary school campuses. The Head Start Program receive all the services provided to the school. The Data Entry Clerk and Custodial staff all serve the Head Start Program free of charge. Non-Federal share amount is calculated by taking a percentage of the school staff salaries and benefits. The percentage rate is determined by the number of Head Start children as compared to the entire student population.

Volunteers:

\$19,795

Parents, Community Members	# of Vol.	# of Hours	<u>v alue</u> \$19.795
Total Volunteers	69	557 x \$35.54	\$19,795

As an existing grantee the estimation of donation of time is based upon documented donation from parents and community volunteers. The rates are based on the services wages from human resource

State Voluntary Prekindergarten Program:

\$613,094

VPK Program: State of Florida #0f Children: 147 X \$4,177.77

Cost: \$613,094

The State Voluntary Prekindergarten Program (VPK) is available to all four-year-old children who are four by September 1 of the current school year and reside in the state of Florida. The VPK Program has allowed the Gadsden School Board to serve additional children in Head Start.

Total Non-Federal Share from Gadsden County School Board: \$40,409

Total Non-Federal Share from State: \$613,094

Grand Total: \$653,503

- **6.** We are not requesting a waiver of the nonfederal match. No changes were made.
- 7. We are not proposing a waiver of the 15% limitations. No changes were made.
- **8.** We are not requesting an enrollment reduction. No changes were made.
- **9.** We are not requesting a conversion. No changes were made.
- 10. We are not requesting funding for construction or major renovations. No changes were made.
- 11. We are not requesting funds for equipment. No changes were made.

Other Funding

\$0

The Gadsden County Head Start Program does not receive funding from the Child and Adult Care Food Program (CACFP). The Gadsden County School District provides meals to the Head Start/PreK students.

Gadsden County Public Schools Head Start Program 2023-2024 Selection Criteria and Point System for Head Start

Participants are selected for enrollment, from the highest to the lowest points, according to the point system established for categories based on the needs of the community within the Gadsden County Public Schools Head Start service area.

Age Eligibility	Points	
4 year old	10	
3 year old	5	
Income Eligibility		
SNAP Assistance (Supplemental Nutrition Assistance Program)	20	
Public Assistance (TANF/SSI)	20	
Homelessness	20	
Foster Child	20	
Child/Family is Income Eligible (at or below 100% of the federal poverty guidelines)	5	
Parental Status		
Non Parental (Grandparent, Relative, Kinship Care,)	7	
Single Parent	5	
Teen Parent/Pregnant Teen (at the time of registration)	3	
Two Parents	1	
Special Needs Eligibility		
Child has Disability (Documentation must be present within file)	10	
Suspected Disability (Documentation must be present within file)	5	
Continuity of Care Eligibility		
Child Transitioning from Early Head Start (EHS) to Head Start (HS)	10	
Circumstances Affecting Families Eligibility		
Protective Services Child	10	
Parent Incarcerated	10	
Parent/Guardian Didn't Finish High School	10	
Parent/Guardian in School/Training Program	10	
Referred for services by a child welfare agency	7	
Working Parent/Guardian	7	
Mental Health / Substance Abuse Services	5	
LEP Student (Limited English Proficiency)	5	
Family in Transition – change in life that requires some sort of adjustment in the family's life (changing jobs, loss of employment, divorce, separation of parents, recently moved or relocated sudden death/terminal illness of an immediate family member, recent diagnosis of a health issue, victim/witness of a violent crime)	3	

		Total	
Qualifies for Title I / VPK (4 yr. old)	Qualifies for Head Start	Over Income	
Child's Name:	Staff Initials:	Date:	
	Page 173 of 576		

Gadsden County School Board



"Educating Every Student Today, Making Gadsden Stronger Tomorrow"



Head Start/Pre-K Program Improvement Plan 2023-2024

Children's Services (Child Health, Safety and Nutrition)

Strengths:

- Gadsden County uses a computer-based system (ChildPlus) to monitor and track the provision of health services.
- Gadsden County ensures that all children participate in the required amount of developmentallyappropriate physical/gross motor activity daily.
- Gadsden County established and maintained partnerships with several medical and dental providers to provide access to services,
- Gadsden County ensured that 100% of student physicals were complete
- Gadsden County ensures that all sites' center-based facilities and equipment comply with state and local licensing requirements, including health and safety compliance issues.
- Gadsden County has systems in place to ensure that the children are only released to designated escorts.
- Gadsden County has procedures in place to ensure that the center environment is free of toxins. All staff
 are trained yearly regarding the storage of toxins. Pesticide treatments and grease trap cleanings are
 scheduled when children are not present.
- Gadsden County provides physical environments that reflect various stages of child development (developmentally appropriate furniture and materials).
- Gadsden County has a defined system to ensure that all indoor and outdoor locations are cleaned regularly.

Areas Needing Improvement

- Gadsden County will work to ensure that all children receive the appropriate health, cognitive and social-emotional screenings within the required forty-five calendar days.
- Gadsden County staff works with the families of children with known or suspected health, dental or developmental problems to ensure that there is appropriate follow-up.
 Gadsden County will provide more education on preventative medical and oral health.

Persons Responsible:

Health Coordinator

Corrective Actions:

Gadsden County will work to ensure that all children receive the appropriate health, cognitive and social
emotional screenings within the required forty-five calendar days.

Timeline:

										Oct	
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

 Gadsden County will Implement the Health History form into the intake process so that student's with known or suspected health, dental or developmental problems are identified in a timely manner. As well as work with the families of children with known or suspected health, dental or developmental problems to ensure that there is appropriate follow-up.

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Gadsden County will provide more education on preventative medical and oral health through its health and wellness newsletter, and the health and wellness fair.

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Children's Services (Education/CLASS)

Strengths:

- The curriculum is used in conjunction with several assessment tools including the Early STAR Literacy Assessment, which is used as a progress monitoring tool.
- Gadsden County's exceptional student education department and GADSDEN COUNTY HEAD START staff work
 together to conduct home/center visits to share information and seek input from parents about the program
 and children's cognitive and social-emotional development.
- Services for students with disabilities are provided by the Gadsden County School District
- Seventy-nine percent of Head Start teachers have met requirements for state educator certification
- Bilingual staff available to assist with communication barriers with families whose native language is not English
- Education component area began utilizing ChildPlus for data entry and monitoring of Head Start requirements
- Gadsden County Head Start Program has CLASS Observers that conduct bi-annual observations of teachers in preschool classrooms (3-5 years old) in the areas of Emotional Support; Classroom Organization & Instructional Support.
- Gadsden County Head Start Program has a certified CLASS trainer on staff
- All members of the education team are CLASS certified observers
- CLASS observations were completed bi-annually on 95% of the classrooms despite COVID-19 CLASS data was monitored utilizing ChildPlus

Areas Needing Improvement:

- All Early Childhood Education staff will be trained on the use and implementation of the Benchmark Ready to Advance Curriculum.
- Ensure educational requirements are completed at a rate of 85% or higher.
- Gadsden County will decrease the number of classes scoring below a 3.00 in the Instructional Support Domain
- Gadsden County will utilize Training and Technical Assistance as a resource for improving overall scores in the Instructional Support Domain

Areas Needing Immediate Improvement:

Improving CLASS Scores
Improving student performance in phonological awareness

Persons Responsible:

Education Team (Resource Teachers) (Program Specialist) Education Coordinator Disabilities Coordinator

Corrective Actions:

 All Early Childhood Education staff will be trained on the use and implementation of the Benchmark Ready to Advance Curriculum.

Timeline:

					Oct 2024	

• Ensure educational requirements are completed at a rate of 85% or higher

Timeline:

											Oct	
20)23	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
_												

• Gadsden County will decrease the number of classes scoring below a 3.00 in the Instructional Support Domain

Timeline:

	Jan										
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

 Provide individualized teacher training based on the results of CLASS observations, and data from BC A and VPK assessments

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Train staff on the ol' appropriate teaching strategies for children with special needs

Timeline:

Dec											
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Children's Services (Disability and Mental Health Services)

Strengths:

- Gadsden County ensures that the learning environment supports the needs of all children and provides ways for all children to participate in all program activities, including children with special needs.
- Services provided for children with special needs are aligned with the goals as written in the IEP. All services
 are coordinated with the Service Area Disabilities/Mental Health Coordinator, Health & Safety, and the
 service providers, along with input from others (i.e., the parent, Educational Director, Mental Health
 Coordinator).
 - Teachers use the IEP goals as part of their individual plans for these children.
- Gadsden County ensures that at least 10% of its total funded enrollment is filled by children eligible for services under IDEA.
- Gadsden County ensures that all children receive the appropriate health, cognitive and social-emotional screenings within the required forty-five calendar days.
- Gadsden County uses a computer-based system (ChildPlus) to monitor and track the provision of health services.
- Gadsden County contracts with a licensed Health consultant, Mental Health consultant and Nutrition consultant for the provision of services for families, children, and staff.
- All consultants have a defined monthly schedule and remain flexible in case situations arise that require
 extra visits or a change in schedule. They are available to observe children on site and meet with families or
 staff members.
- The Mental Health consultant assists with the timely and effective identification and intervention of children
 with possible mental health concerns. This is done in conjunction with information from a multi-disciplinary
 team.

Areas Needing Improvement:

- Create and utilize an effective internal referral and review system
- Establish and utilize a multi-disciplinary team
- Improve communication with mental health consultant to ensure that performance standards are met in a timely manner
- Establish and utilize a multidisciplinary team for mental health/behaviorat concerns

Areas Needing Immediate Improvement:

 Establishing the multidisciplinary team to serve as a response-to-intervention for students exhibiting language, cognitive, social/emotional, and behavioral concerns until eligibility for services under IDEA has been established

Persons Responsible:

Disabilities/Mental Health Coordinator
Family Service Coordinator
Education Team

Education Coordinator Health Coordinator Director

Create and utilize an effective internal referral and review system

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Establish and utilize a multi-disciplinary team

Timeline:

										Oct	
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Improve communication with mental health consultant to ensure that performance standards are met in a timely manner

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Educate parents on effective ways to manage challenging behaviors in the home and efficient collaboration with teachers to effectively induce healthy behaviors at school.

Time Line:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Family and Community Engagement (ERSEA, Family Engagement, and Community Engagement)

Strengths:

- Gadsden County Head Start staff educate parents during registration on the Head Start Program standards and requirements to prepare them for a partner relationship (Family Partnership Agreement).
- During COVID-19 80% of referrals were completed.
- Implemented Online Application
- Updated Head Start / Pre-K section on the Schools District webpage
- All sites maintained an average daily attendance of 85% or above during COVID-19
- Overall program maintained an average daily attendance of 90% during COVID-19
- Maintained an average of 96% funded enrollment during COVID-19
- Translators provided for all ELL families during the enrollment process
- Program enrollment included at least 10% of children with disabilities during COVID-19

Areas Needing Improvement:

- To provide parents with a comprehensive orientation of all services.
- Follow-up with families each month regarding immediate needs and established family goals.
- Establish goals that are obtainable within the program year to provide reportable outcomes.
- Assessment data aggregation and analysis:

Monitoring the program to ensure compliance in ERSEA

Areas Needing Immediate Improvement:

- Provide consistent, solution-driven services to families
- Ongoing participation in community events
- Seek every opportunity to participate in community platforms and organizations to enhance networking opportunities

Persons Responsible:

Family Services
Family Service Coordinator
Parent Involvement Coordinator

• To provide parents with a comprehensive orientation of atl services

Timeline:

De	c	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
20	23	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
	- [

Follow-up with families each month regarding immediate needs and established family goals

Timeline:

										Oct	
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

• Establish goals that are obtainable within the program year to provide reportable outcomes.

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Program Design and Management (Financial Management, Planning and Operation, Governance and Human Resources)

Strengths:

- Gadsden County has a well-functioning and effective management system of operation.
- The three branches of management (Governing Board, Policy Council and Management) have a strong and positive relationship.
- Gadsden County governance structure meets the criteria detailed in the HSPPS.
- The composition of the Gadsden County Board includes: one licensed attorney, four early childhood educators, one accountant, three parent alumni and one current parent.
- Gadsden County has an effective system for reporting program operations and financial status to the Board and Policy Council.
- Gadsden County has established effective oversight from the Policy Council and the Governing Board.
- Gadsden County provides ongoing training for the Policy Council and Governing Board.
- Gadsden Policy Council meets monthly or as needed, except for the summer months.
- Gadsden County has a strong internal control system.
- Gadsden County has strong financial transparency and fiscal oversight from the PC and GB, including
 monthly submission of quarterly fiscal reports (statement of Revenue and Expenses; Variance report; CACFP
 report; aging report; credit card, etc.).
- Gadsden County offers a comprehensive fringe benefits package to attract qualified applicants for employment.

Fiscal team collaborates closely with the auditor during audits.

Areas Needing Improvement:

- Gadsden County will strengthen its use of data collection to plan and make informed decisions across the program.
- Review self-assessment data and program goals quarterly:
- Revise parent's annual survey to evaluate the program's performance:
- Review all staff credentials to ensure they have at least the minimum qualifications for their position
- Use of data in presenting financial reports and incorporating of graphics for reliability ease and disaggregation
- Revision of Financial Manual
- Ongoing Staff Training

Areas Needing Immediate Improvement:

- Analyzing and utilizing data to support program goals, classrooms, and families
- Provide training for staff on Fiscal Management system (Skyward)
- Training for key management staff on roles and responsibilities

Persons Responsible

Corrective Actions: Director, Finance and Coordinators

 Gadsden County will strengthen its use of data collection to plan and make informed decisions across the program

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
				-		-				-	

Review self-assessment data and program goals quarterly

Timeline:

	Jan										
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Revise parent's annual survey to evaluate the program's performance

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Training for staff on Fiscal Management system (Skyward/FOCUS)

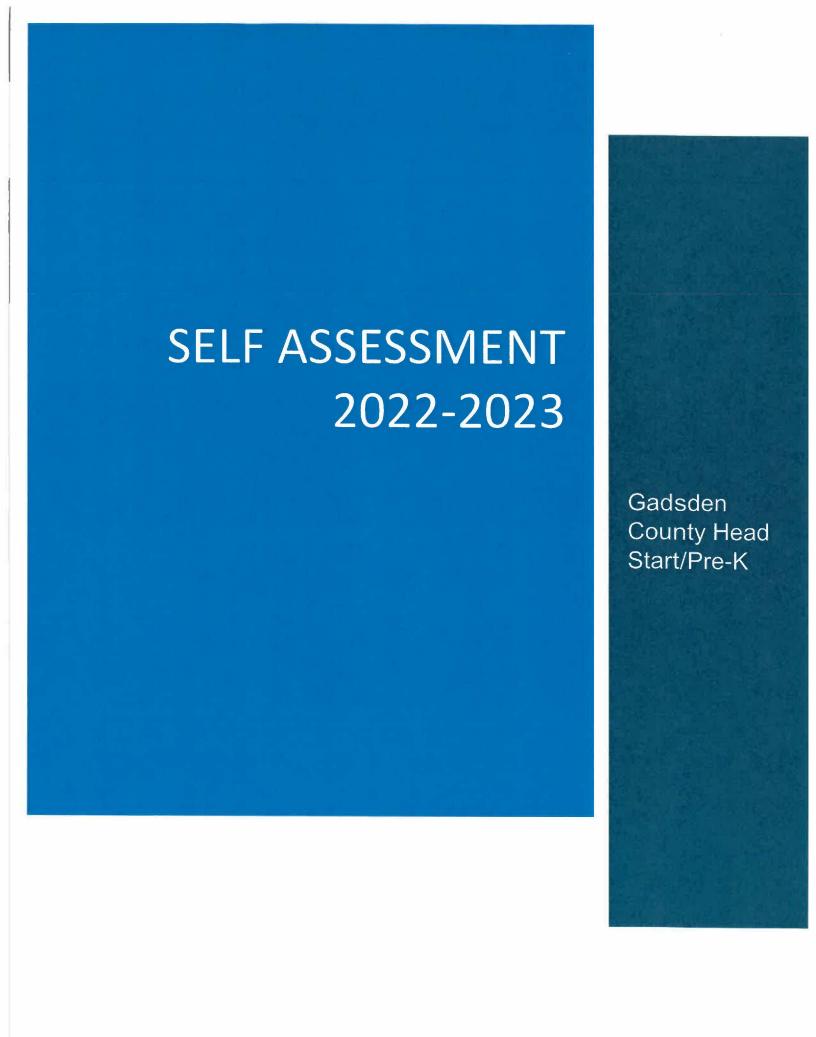
Timeline:

	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
1	2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024

Revision of Financial Manual

Timeline:

Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
2023	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024





Gadsden Head Start Pre-K



TABLE OF CONTENTS

Introduction	2
Program Description	2
Context for Self Assessment	2
Self-Assessment Methodology	2
Self-Assessment Results	5
Program Design and Management	4
Education	6
Family and Community Engagement	9
Health and Nutrition.	
Health and Safety	13
Disability Services	15
Mental Health	18
CLASS	20
Fiscal Infrasture	21
ERSEA	22
Parental Involvement	23
Conclusion	24



Gadsden Head Start Pre-K



SELF-ASSESSMENT 2022-2023

Introduction

Annually, Head Start programs must conduct a self-assessment of their effectiveness and progress in meeting program goals and objectives and in implementing federal regulations. The self-assessment must measure the agency's strengths and areas for growth, allowing for continuous program improvement to increase its impact on children, families, and the community.

Program Description

Gadsden County Head Start/PreK began in 1985 with 100 children and currently serves 227 children. Gadsden County Head Start Pre-K serves center-based Head Start preschool children (3-5 years old). Gadsden operates from 5 sites and 14 classrooms. The organization is a single-purpose, 501(c)(3) nonprofit organization.

Context for Self-Assessment

Gadsden County Head Start Pre-K was in our second year of the grant in this unprecedented year when the Covid-19 pandemic crept in, and all our plans were shifted or unachievable because of the lockdown and abrupt closing of the school. Regardless of the pandemic situation, Gadsden County head Start Pre-K did its best to complete the self-assessment. We could not complete the self-assessment as we would have preferred due to the pandemic.

The self-assessment team is composed of all stakeholders: The Governing Board, Policy Council members, community representatives, management team, and support staff. The group was divided into 5 teams, and a content area manager headed each. These teams evaluated the program using the Head Start performance standards assessment checklist.

Self-Assessment Methodology

The self-assessment tool consists of the following focus areas:

Program Design and Management

- Evaluate the program's governance structure for making effective decisions related to program structure and management.
- Evaluate the effectiveness of the program's involvement of parents in program operations and active engagement of the Policy Council in the direction of the program.
- Evaluate the program's effectiveness in hiring qualified personnel and retaining the staff with limited staff turnover.
- Evaluate the program's effectiveness in providing staff with professional development training and opportunities to
 enhance their knowledge and skills within the scope of their job responsibilities.

Education and Disabilities

- Evaluate the program's school readiness goals in alignment with the Head Start Early Learning Outcomes Framework (HSELOF).
- Evaluate the program's teaching practices and ensure the promotion of progress towards school readiness and high-quality learning experiences for children.
- Evaluate the program's effectiveness in ensuring teaching staff is well prepared to implement curriculum and support for children's progress towards school readiness.
- Evaluate the program's effectiveness in ensuring that the program is providing disability services to at least 10% of the enrolled children.
- Evaluate the program's effectiveness in ensuring a system to address the individual needs of each child, including children with disabilities.

Health Services

- Evaluate the effectiveness of the service area's ongoing monitoring system in ensuring children's health needs are identified and addressed promptly.
- Evaluate the program's ability to promote mental health and social and emotional well-being by using the Mental Health Consultant to support parents, children, and staff.
- Evaluate the program's effectiveness in maintaining and monitoring effective oral health practices and nutrition services that meet nutritional needs and allergies.
- Evaluate the program's process for monitoring and maintaining a healthy and safe environment.

Family and Community Engagement Services

- Evaluate the program's ability to effectively establish a positive, goal-oriented relationship with families, impact family
 well-being and promote family engagement in children's learning and development by first identifying areas of strength
 followed by opportunities for improvement.
- Evaluate the program's effectiveness in developing a healthy relationship with the community through community
 partnerships with organizations (healthcare services, education and cultural enhancement services, homeless shelters,
 foster care services etc.) to support the families.

Fiscal Infrastructure

- Evaluate the program's effectiveness in developing and implementing a budget to sustain management, staffing structures, and the delivery of services that support the needs of enrolled children and families.
- Evaluate the program's ability to implement a financial management system that supports the organization's ongoing capacity to execute its budget over time and meet the needs of the organization.
- Evaluate the program's effectiveness of control over and accountability for all funds, property, and assets.
- Evaluate the program's compliance with the application, prior approval, and reporting requirements for facilities purchased, constructed, or renovated with Head Start funds.

ERSEA: Eligibility, Recruitment, Selection, Enrollment, and Attendance

- Evaluate the program's effectiveness in enrolling children who are categorically eligible or who meet defined income-eligibility requirements, including at least 10% filled by children eligible for services under IDEA.
- Evaluate the program's system for monitoring attendance data to support families in promoting individual child attendance and inform program improvements where monthly attendance rates indicate systemic attendance issues.
- Evaluate the program's effectiveness in reporting accurate monthly enrollment numbers to Head Start Enterprise "HSES."

Self-Assessment Results

The self-assessment team identified program strengths and successes that can be built upon to support continuous improvement. In addition, goal areas for program improvement and action steps discussed from the self-assessment are described under six focus areas. Management will utilize the information to make decisions about program operations that will seek to improve the delivery of services and close any identified gaps in the program's overall performance.

Program Design and Management

Areas of Strength

- Gadsden County has a well-functioning and effective operation management system.
- The three branches of management (Governing Board, Policy Council, and Management) have a strong and positive relationship.
- Gadsden County's governance structure meets the criteria detailed in the HSPPS.
- Gadsden County has an effective system for reporting program operations and financial status to the Board and Policy Council.
- Gadsden County has established effective oversight from the Policy Council and the Governing Board.
- Gadsden County provides ongoing training for the Policy Council and Governing Board.
- Gadsden Policy Council meets monthly or as needed, except for the summer months.

Areas of Improvement

- Strengthen our use of data collection for decision-making:
- Review self-assessment data and program goals quarterly:
- Timely training of our Policy Council and Governing Board.
- Review all staff credentials to ensure they have at least the minimum qualifications for their position:

Strengthen our use of data collection for decision-making:

Action Steps	Expected Outcome	Results
Create effective data planning and use of data across the content area	March 2023- All Staff	
	will be trained on data	Each content area
	entry processes and	lead has been trained
Responsible Staff: Director	monitoring. Ongoing	on their specific
	monitoring and going	Reporting Schedule.
	paperless are being	The Reporting
	reviewed and	Schedule is reviewed
	implemented	weekly.
		Completed November
		2022.

Review self-assessment data and program goals quarterly:

Action Steps	Expected Outcome	Results
Discuss progress, outcomes and challenges of self-assessment data	2022-2023	Gadsden reviews
and program goals.	Agency conducted their	data points weekly.
	first annual review of all	All content area leads
Responsible Staff: HS Director	documents including the	review, analyze their
	criteria points and	data and submit a
	presented the	monthly Directors
	information to the Board	report. The Program
	and Policy Council.	Goals were initially
	and I oney council.	reviewed Aug. 2022,
		last update July
		2023
		The Self-Assessment
		initial review was
		Sept. 2022, last
		review July 2023.
		The Criteria Points
		was updated and
		approved Jan. 2023.

Timely training for the Policy Council and Governing Board.

Action Steps	Expected Outcome	Results
Establish a time frame to have both the Policy Council and Governing	The Policy Council and	The Gadsden
Board train before the start of the new school term.	Governing Board will	Coordinators
	have a thorough	conducted an
Responsible Staff: HS Director	understanding of the	overview of their
	policies for HS by	content area, during
	August of each school	the month of Sept
	year.	2022. Head Start
		TT&A team
		conducted the
		training Nov 2022
		(annual training).

Review all staff credentials to ensure they have at least the minimum qualifications for their position:

Action Steps	Expected Outcome	Results
Review all staff credentials annually to ensure the staff without the	A monthly personnel	Monthly personnel
proper credentials sign a letter of commitment and follow through with	management report will be	management report
the plan.	completed and submitted	was completed by
	to the HS Director There	the 5th of every
Responsible Director, Program Assistant	will be an audit prior to the	month. In the month
	submission of the PIR.	There was an audit
		conducted prior to
	TO SERVICE STATE OF THE SERVIC	the successful FA2
		review (Feb. 2023
		March 2023 the
		ongoing monitoring
		of the PIR was
		initiated and will
		continue until the
	The second second	submission of the
		PIR (Aug. 31st)

Education

Areas of Strength

- The curriculum is used in conjunction with several assessment tools including the Early STAR Literacy Assessment, which is used as a progress monitoring tool.
- Gadsden County's exceptional student education department and GADSDEN COUNTY HEAD START staff work together to conduct home/center visits to share information and seek input from parents about the program and children's cognitive and social-emotional development.
- Services for students with disabilities are provided by the Gadsden County School District
- 79% of Head Start teachers have met requirements for state educator certification
- Bilingual staff available to assist with communication barriers with families whose native language is not English
- Education component area continued utilizing ChildPlus for data entry and monitoring of Head Start requirements

Areas of Improvement

- Ensure educational requirements are completed at a rate of 85% or higher.
- Resource teacher completing ongoing monitoring bi-weekly.
- Timely data entry to pull requirements on the scheduled requirement date.
- The data story for any participant that requires follow-up to education related events.
- Utilize ChildPlus for monitoring of coaching practices.

Ensure educational requirements are completed at a rate of 85% or higher.

Action Steps	Expected Outcome	Results
Early STAR Literacy :54.2 % Goal: Increase to 85%	To make parents/guardians and	The program held Mass orientation.
Parent Teacher Conferences: 31% Goal: increase to 85%	shareholders aware of academic progress for	Each coordinator presented
Responsible staff: Education Coordinator and Resource Teachers	2022-2023 Program Term.	information covering their component
The Education Team will begin administering the Early Star Literacy		area.
Assessment within one week of the window opening. The team will administer the assessment to all within one week of them entering the program.		34.8% of parents were present during Orientation
Teachers will make 3 attempts to schedule conferences.		Star Early Literacy was completed at 100% for all 4-year-old students.
		88.98% parent were present during parent conferences

Resource teacher completing ongoing monitoring bi-weekly.

Action Steps	Expected Outcome	Result
Resource teachers will visit their sites to conduct bi-weekly progress monitoring using the approved form.	Resource teachers will address strengths and	4 resource teachers providing coaching to 6 teachers.
Responsible staff: Resource Teachers	weaknesses as	THE REAL PROPERTY.

observed through monitoring.	6 strengths were identified
Resource teachers will share the	
information with	6 weaknesses were
teachers and	identified, including
administration.	time management,
Areas of weakness	transitions, and
will be addressed	preparedness.
and strategies will	
be provided to	
improve classroom	
instruction.	The state of the s

Timely data entry to pull requirements on the scheduled requirement date.

timely data entry to pull requirements on the scheduled requirement date.		
Action Steps	Expected Outcome	Results
	Expected Outcome All education requirements will be met at a completion rate of 85% or higher.	Monitoring increased to weekly as opposed to monthly. 45-day requirements were completed at 97%. the 45-day requirements include the following: ESP,Social/Emotional Benchmark Developmental Screening 91.6% of parents were present during the 1st and 2nd Home
		88.98% of parents were present during parent-teacher conferences

Document the progress for participant's that requires follow-up to education related events.

Action Steps	Expected Outcome	Results
Resource teachers and the Education coordinator will ensure that all students with a concern receive timely follow-up Follow-up actions will be entered weekly.	Monitoring of follow-up events will ensure that all students receive services in a timely manner.	A total of 20 students required followup
		9 students received followup = 45%
		4 participants dropped prior to 45-days.

Utilize ChildPlus for monitoring of coaching practices.

Action Steps	Expected Outcome	Results
Resource teachers will begin to utilize ChildPlus for classroom monitoring and coaches.	Resource teachers will be able to use ChildPlus to track coaching. Coaching practices will become completely digital.	Coaching process has been revamped and documents were updated April 2023.
		Resource Teachers will utilize electronic version of monitoring checklist- initiated July 2023.
		Full implementation will occur in August 2023.

Family and Community Engagement

Areas of Strength

- Gadsden County Head Start staff educate parents during registration on the Head Start Program standards and requirements to prepare them for a partner relationship (Family Partnership Agreement).
- 95% of families received program services to promote family outcomes.
- Parents were provided a comprehensive orientation of all services.

Areas of Improvement

- Review outcomes assessment and PIR data and monitor consistently to identify families needs.
- Knowledge of resources, including online resources, locally and community partnerships.
- To enhance integrational services between content areas.
- Increase utilization of technology to meet families' needs evaluating using childplus for the 2022 2023 program term for sending emails and text messages events, reminders, resources, etc.
- Provide resources and support for families experiencing homelessness..

Review Outcomes Assessment and PIR data and monitor consistently to identify families needs.

Action Steps	Expected Outcome	Results
Family Service Coordinator will monitor the documentation entered into Child Plus monthly Responsible Staff: Family Service Coordinator	To efficiently track and pull data to have available for staff as a reference to use in decision making and planning.	The reporting schedule was updated to include weekly monitoring of Family Services requirements and content. The agency updated the dropdown choices to reflect the families needs based on the reportable outcomes for PIR and FA2 review. This information can be reviewed by pulling report 4133A.
Review PIR, family outcomes assessment and referrals provided within the 1st 90 days. Responsible Staff: Family Services Coordinator and Family Service Workers	To clearly articulate the needs of the families served and accurately provide outcome data.	The Family Services Coordinator will review each goal to ensure the content relates to the expressed needs of the family. The Family Services Coordinator will monitor the actions /follow-up entered in the CP database quarterly.

Knowledge of resources, including online resources, locally and community partnerships.

Action Steps	Expected Outcome	Results
Gadsden County Head Start staff will work to acquire new community	To increase the support of	Additional
partnership linkages to support current Gadsden County parents' goals,	resources to families	resources have
needs and interests.	during their time of need	been added to help
	for 2022-2023 Program	the families obtain
Responsible Staff: Gadsden County Head Start Staff	Term families during their	their goals and to
	time of need for	support their needs.
	2022-2023 Program Term	

To enhance integrational services between content areas.

Action Steps	Expected Outcome	Results
Family Service Staff will participate as much as possible in parent/teacher conferences, home visits, multi- disciplinary meetings etc.		The agency is revamping the referral process to ensure Family Services Workers attend the multidisciplinary meeting as much as possible.

Increase utilization of technology to meet families' needs - evaluating using childplus for the 2022 - 2023 program term for sending emails and text messages events, reminders, resources, etc.

Action Steps	Expected Outcome	Results
The Family Engagement team will increase the use of ChildPlus Database tools to engage families.		The Family Service workers are sending text messages and emails to invite parents to participate in the parent meetings. The Family Service Coordinator is sending an tAcceptance & Waitlist letter via CP automated system. Aug. 2023 the Family Partnership agreement will be an electronic document within the CP database.

Provide resources and support for families experiencing homelessness..

Action Steps	Expected Outcome	Results
Review referrals and services provided to the homeless families	To increase the support of resources to families	There were 4 homeless families
Responsible Staff: Family Services Coordinator	during their time of need for 2022-2023 Program Term	during the 2022 - 2023 School Year. All four of the families were provided resources.

Fifty percent of the families acquired housing during the school year. The agency will continue to research collaborative
agencies that will support homeless families

Health and Nutrition

Areas of Strength

- Gadsden County uses a computer-based system (ChildPlus) to monitor and track the provision of health services.
- Gadsden County ensures that all children participate in the required amount of developmentally- appropriate
 physical/gross motor activity daily.
- Gadsden County established and maintained partnerships with several medical and dental providers to provide access
 to services. As well as established a partnership with the Gadsden County Health Department to organize a health and
 wellness day for students and their families.
- Gadsden County ensured that students with chronic illnesses received treatment.
- Gadsden County has contracted with a Health Educator from the Gadsden County Health Department to provide health and nutrition education to its Head Start students using the Go Napsacc curriculum.
- Implement the Health History form into the intake process.
- Gadsden County has obtained Individual Health Care Plans at 100%.
- Gadsden County staff works with the families of children with known or suspected health, dental, hearing and vision to
 ensure that there is appropriate follow-up.

Areas of Improvement

- Gadsden County will work to ensure that all children receive the appropriate health, hearing and vision screenings as well as growth assessments within the required 45 calendar days.
- Gadsden County will ensure children's medical records are up-to-date throughout the school year..
- Gadsden County will work to ensure that health advisory meetings are conducted during the program year.
- Gadsden County will ensure enrolled participants' concerns are documented in a timely manner with details of the follow-up steps.

Gadsden County will work to ensure that all children have met the 45 day requirement. .

Action Steps	Expected Outcome	Results
Forty-five day requirements were completed at 75%. The goal is to increase the 45-day requirement to 100%.	Complete	May 2 2023, the 45- day requirement were completed at 100% for enrolled
		students

Gadsden County will ensure children's medical records are up-to-date throughout the school year...

Action Steps	Expected Outcome	Results
Gadsden will monitor all children who are up-to-date on a schedule of	The goal is to increase the	May 23 2023, 88%
age-appropriate preventive and primary health care, according to the	number of children who	of the children are
relevant states's EPSDT schedule for child care.	come in at enrollment NOT	up-to-date according
	up-to-date on their	to the relevant site's
	scheduled EPSDT to	EPSDT schedule.
	up-to-date.	

Gadsden County will ensure children's medical records are up-to-date throughout the school year..

ected Outcome	Results
	May 2 2023, the 90
	-Day dental exam is complete at 92% for
	children currently
	enrolled. 82% of
	dental exams are
	current and
	up-to-date.
IP	

Physicals were complete at 91%. The goal is to increase the completion rate to 100%. Responsible staff: Family services and Health Coordinator Responsible staff: Health Coordinator	Complete May 2 2023, the 0- day requirement for physical exams were completed at 100% for enrolled students. Also, physicals are attached at a 100% rate. 85% of physical exams are current and
	up-to-date.

Gadsden County will work to ensure that the health advisory committee will meet during the program year.

Action Steps	Expected Outcome	Results
The health advisory committee will meet during the program year.	Ongoing	A Health Advisory Meeting was held on
Responsible Staff: Health Coordinator		Jan. 25, 2023.

Gadsden County will ensure enrolled participants' concerns are documented in a timely manner with details of the follow-up steps.

Action Steps	Expected Outcome	Results
The health coordinator will ensure that all students with a concern receive timely follow-up Follow-up actions will be entered weekly.	Monitoring of follow-up events will ensure that all students receive services in a timely manner.	There were 128 children needing follow-up. Fifty nine percent of the follow-up was completed with some type of service. This information was pulled utilizing report 3065 with a start date of the first day of school.

Health and Safety

Areas of Strength

- Gadsden County ensures that all sites' center-based facilities and equipment comply with state and local licensing requirements, including health and safety compliance issues.
- Gadsden County has systems in place to ensure that the children are only released to designated escorts.
- Gadsden County has procedures in place to ensure that the center environment is free of toxins. All staff are trained
 yearly regarding the storage of toxins. Pesticide treatments and grease trap cleanings are scheduled when children are
 not present.
- Gadsden County provides physical environments that reflect different stages of child development (developmentally appropriate furniture and materials).
- Gadsden County has a defined system to ensure that all indoor and outdoor locations are cleaned regularly.

Areas of Improvement

• Gadsden County will conduct bi-monthly Health & Safety inspections to ensure that all facilities and equipment are safe and in working order, in compliance with the health, safety and developmental needs of the children.

The first health and safety screener is completed within 45 days

Action Steps	Expected Outcome	Results
Complete Health and Safety screeners within the 45-day requirement at rate of 100% Responsible Staff: Health Coordinator	Complete	On going, health and safety screeners were complete at a rate of 100%. The Health Services Coordinator will ensure the Health and Safety screeners are completed within the 45-day requirement.

Disability Services

Areas of Strength

- Gadsden County ensures that the learning environment supports the needs of all children and provides ways for all children to participate in all program activities, including children with special needs.
- Services provided for children with special needs are aligned with the goals as written in the IEP. All services are
 coordinated with the Service Area Disabilities/Mental Health Coordinator, Health & Safety and the service providers,
 along with input from others (i.e., the parent, Educational Director, Mental Health Coordinator).
- Gadsden County ensures that at least 10% of its total funded enrollment is filled by children eligible for services under IDEA.
- Established and utilized a multi-disciplinary team to meet quarterly to address cognitive and behavioral concerns of students who were awaiting IDEA eligibility determination or who did not meet IDEA qualifications

Areas of Improvement

- Create and utilize an effective internal referral and review system that ensures that supports are provided until referred students are deemed eligible for services under IDEA and appropriately staffed
- Partner with local child welfare agencies (Big Bend Early Learning and FDLRS) to recruit and enroll children with disabilities
- Disabilities/Mental Health Coordinator will monitor data collected by Education and Health Services to ensure that students with concerns from 45-day developmental screeners are identified and appropriately referred; Track progress from referral to the establishment of an Individualized Education Plan each month
- Teachers use the IEP goals as part of their individual plans for children with disabilities.

Gadsden County will implement a process for internal reviews.

Action Steps	Expected Outcome	Results
The Disability, Education, and Health coordinators will continue to meet bi-monthly to identify students with concerns. Analyze health documents, results from screeners, and teacher documentation during the bi-monthly meetings Students with concerns will be referred to LEA for evaluation and/or Multi-Disciplinary Team Responsible Staff: Disability Coordinator, Education Team (Coordinator, Resource & Classroom Teachers), and Health Coordinator	Effectively address student concerns to ensure the appropriate accommodations and supports are in place to meet the needs of the student in the learning environment	For the months of April and May there were 21 students with an identified concern. The Disability Coordinator worked with the director, the education coordinator, program specialists & teachers to ensure the proper support was in place to meet the needs of the student with identified concerns.
A representative from Disability, Education, Health, and Family Service (along with school-level support staff) will meet bi-weekly and/or monthly to discuss children with identified concerns. The Multi-Disciplinary team will continue utilizing the established framework in order to determine the best strategies to support the child and family until formal supports are in place.	Establish a uniform framework to address concerns to assist in meeting the needs of students and families and to comply with	For the months of April and May, the Disability Coordinator worked with the director, the education coordinator, program specialists, teachers to discuss and identify the

program concerns of the Responsible Staff: Disability Coordinator, Education Team (Coordinator, performance students. standards The Multidisciplinary Resource & Classroom Teachers), Health Coordinator, and Family Service team utilized the Coordinator established framework in determining the best strategies in support of the child and family until a formal plan was established. The Multidisciplinary team referral meeting framework will be updated for the 23-24 SY.

Partner with local child welfare agencies (Big Bend Early Learning and FDLRS) to recruit and enroll children with disabilities

Action Steps	Expected Outcome	Results
The Mental Health consultant will create and maintain relationships between the Head Start and FDLRS to ensure that both agencies are recruiting, screening and enrolling childrens with disabilities in the appropriate classrooms.	Ongoing	The Disability coordinator met with the Multidisciplinary Team (ESE Director and assistants , the FDLRS
		representatives) to ensure a plan was in place to recruit and enroll children with disabilities through ESP Screenings

The Mental Health Specialist will monitor any child identified with a concern from the 45-day assessments. (Report 2565

Action Steps	Expected Outcome	Results
The mental health consultant will routinely check(weekly , monthly quarterly) Child Plus for updates and new concerns of children with disabilities.	Ongoing	The disability coordinator has utilized Child Plus to routinely check the enrollment stats and identified concerns for students for the 22-23. The monitoring has increased from monthly to weekly and the staff will conduct MTSS meetings as neccesssary.

Teachers use the IEP goals as part of their individual plans for children with disabilities.

Action Steps	Expected Outcome	Results
The Mental Health consultant will develop a process for tracking IEP goal progress.	Ongoing	Currently working on creating an IEP goal process to update the status of the IEP goals within the current Child Plus database. This process will ensure children with IEP accommodations are receiving the assistance needed through the Head Start program

Mental Health

Areas of Strength

- Gadsden County uses a computer-based system (ChildPlus) to monitor and track the provision of health services.
- Gadsden County contracts with a licensed Health consultant, Mental Health consultant and Nutrition consultant for the provision of services for families, children and staff.
- Established and utilized a multi-disciplinary team to meet quarterly to address cognitive and behavioral concerns of students who were awaiting IDEA eligibility determination or who did not meet IDEA qualifications
- Provided mental health services and information to teachers and staff to improve classroom management and teacher
 practices through strategies that include using classroom observations and consultations to address teacher and
 individual child needs and creating physical and cultural environments that promote positive mental health and social
 and emotional functioning

Areas of Improvement

- The Mental Health consultant assists with the timely and effective identification and intervention of children with
 possible mental health concerns and to appropriately address concerns of students who are determined to be ineligible
 for services under IDEA guidelines. This is done in conjunction with information from a multi-disciplinary team.
- Collaborate with Mental Health consultant, teaching teams, and Education Coordinator to create a program-wide
 culture that promotes the mental health and social/emotional well-being of the children prohibits or severely limits the
 use of suspension due to a child's behavior
- All consultants have a defined monthly schedule and remain flexible in case situations arise that require extra visits or a change in schedule. They are available to observe children on site and meet with families or staff members.

The Mental Health consultant assists with the timely and effective identification and intervention of children with possible mental health concerns.

Action Steps	Expected Outcome	Results
The agency will maintain communication with the mental health consultant and ensure that the consultant is educated on the program standards and expectations as it relates to the role of the mental health consultant. The mental health coordinator and mental health consultant will conduct multidisciplinary meetings to ensure any participant with a concern is discussed. Responsible staff: Mental Health Coordinator	Outcome 2022-2023 To promote a positive culture that effectively addresses the social, emotional, and mental health needs of children and their families as well as staff	The disability coordinator performed a wellness observation on the students and is currently exploring options for a new MHC. As of January 2023, the mental health consultant was not in contact with the HS department. The agency is currently recruiting for a new mental health consultant that will serve the Head Start / PreK department. The Gadsden staff is auditing each participant record and meeting to
		ensure needs are addressed.

Collaborate with staff to create a program-wide culture that promotes the mental health and social/emotional well-being of the children, prohibits or severely limits the use of suspension due to a child's behavior.

Action Steps	Expected	Results
	Outcome	
A representative from Disability, Education, Health, and Family Service (along with school-level support staff) will meet bi-weekly and/or monthly to discuss children with identified concerns. The Multi-Disciplinary team will continue utilizing the established framework in order to determine the best strategies to support the child and family until formal supports are in place. Responsible Staff: Disability Coordinator, Education Team (Coordinator, Resource & Classroom Teachers), Health Coordinator, and Family Service Coordinator	Establish a uniform framework to address concerns to assist in meeting the needs of students and families and to comply with program performance standards	On April 10, 2023 a new Head Start /Prek Disabilities coordinator was hired. For the months of April & May, the Disability Coordinator worked with the director, the education coordinator, program specialists, teachers to discuss and identify the concerns of the students. The Multidisciplinary team utilized the established framework in determining the best strategies in support of the child and family until a formal plan was established. The Multidisciplinary team referral meeting framework will be updated for the 23-24 SY.

All consultants have a defined monthly schedule and remain flexible in case situations arise that require extra visits or a change in schedule.

Action Steps	Expected Outcome	Results
The agency will create a calendar or rotating schedule for ongoing classroom/student observations to ensure that the mental health consultant is available to provide assistance in implementing strategies in a timely and frequent manner. Responsible staff: Mental Health Coordinator, Education Coordinator, and Teaching Team	Ensure that the appropriate supports are in place and to actively monitor plans of action	The disability coordinator is currently exploring options for a new MHC therefore a calendar has not been fufilled.

CLASS

Areas of Strength

- Gadsden County Head Start Program has CLASS Observers that conduct bi-annual observations of teachers in preschool classrooms (3-5 years old) in the areas of Emotional Support; Classroom Organization & Instructional Support.
- Gadsden County Head Start Program has a certified CLASS trainer on staff
- All members of the education team are CLASS certified observers.
- CLASS observations were completed bi-annually on 95% of the classrooms despite COVID-19
- CLASS data was monitored utilizing ChildPlus

Areas of Improvement

- Gadsden County will decrease the number of classes scoring below a 3.00 in the Instructional Support Domain
- Gadsden County will utilize Training and Technical Assistance as a resource for improving overall scores in the Instructional Support Domain

Gadsden County will decrease the number of classes scoring below a 3.00 in the Instructional Support Domain.

Action Steps	Expected Outcome	Results
The CLASS Trainer/Observer will continue to train teachers on the CLASS domains and provide targeted support based on CLASS data. During the 2021 - 2022, 35% of classes scored below the threshold of 3.00 in the Instructional Support Domain. The goal is to reduce the number of classes that scored below 20%.	The CLASS Trainer/Observer will continue to train teachers on the CLASS domains and provide targeted support based on CLASS data.	Ongoing: According to ChildPlus data, 50% of classes scored below the threshold of 3.00 in the Instructional Support Domain. CLASS training day has been scheduled for August 8, 2023.

Gadsden County will utilize Training and Technical Assistance as a resource for improving overall scores in the Instructional Support Domain.

Action Steps	Expected Outcome	Results
Training and Technical Assistance training provided by Head Start on CLASS dimensions to improve ISD	TTA will review previous year's CLASS data and provide targeted assistance to the Head Start teaching teams	CLASS training was provided during the Summer Academy by Training and Technical Assistance on July 26,2022.

Fiscal Infrastructure

Areas of Strength

- Gadsden County has a strong internal control system.
- Gadsden County has strong financial transparency and fiscal oversight from the PC and GB, including monthly submission of quarterly fiscal reports (statement of Revenue and Expenses; Variance report; CACFP report; aging report; credit card etc.).
- Gadsden County offers a comprehensive fringe benefits package to attract qualified applicants for employment.
- Fiscal team works closely with the auditor during audits.

Areas of Improvement

 Gadsden County will incorporate the usage of graphics for increased readability and to ensure proper analysis of information

Use of data in presenting financial reports:

Action Steps	Expected Outcome	Results
Use of graphs, infographics, and other methods to visualize data in a fiscal report. Responsible staff: Fiscal Team/ System Administrator	The use of charts and graphs will be used to show a visual representation of data.	Not started, but will incorporate the upcoming year.
Collaborate with team members to collect and analyze data. Responsible staff: Fiscal Team/ System Administrator	The program will have monthly meetings to discuss the fiscal data.	Ongoing
Create presentations and reports based on recommendations and findings Responsible staff: Fiscal Team/ System Administrator	The use of charts and graphs will be used to show a visual representation of data.	Not Met

ERSEA

Areas of Strength

- Agency overall average daily attendance was above 85%
- 98% Average monthly enrollment during COVID-19
- Translators provided for all ELL families during the enrollment process
- Program enrollment included at least 10% of children with disabilities during COVID-19

Areas of Improvement

- Monitoring the program to ensure compliance in ERSEA
- The agency will routinely assess data aggregation and conduct an analysis.

Program monitoring to ensure ERSEA compliance

Action Steps	Expected Outcome	Result
Train all staff on the ERSEA system to ensure the system is functioning with the highest degrees of reliability	To increase staff knowledge of the program's policy and procedures as they relate to ERSEA.	For the 2022-2023 School Term 100% of our staff have completed ERSEA Training.
Family Service staff will continue to locate valuable information for program families regarding children's attendance and the importance of such. Responsible Staff: Family Services Coordinator, Family Services Workers	To ensure the program meets OHS performance standard 1302.16. to maintain an ADA of 85% and monitor children that are absent 10% of the operating days.	This is an ongoing task to ensure that valuable attendance information is relayed to our families through phone calls, flyers, text and emails
Increase communication with teaching teams regarding attendance of Head Start children Responsible Staff: Family Services Coordinator, Family Service Workers	To increase communication with the teaching teams and families regarding attendance of students and to increase the integration of services between component areas	Ongoing: Family Service Workers continue to have open communication with the Teaching Teams in regards to Head Start children's attendance by ensuring attendance is captured within the first hour of class.

Assessment data aggregation and analysis:

Action Steps	Expected Outcome	Result
Gadsden County staff will develop ERSEA collection periods where data will be examined for continuity and plan strategies to address enrollment slowdowns, examine new trends and develop plans for consistent improvement.	To efficiently track and pull data to have available for staff as a reference to use in decision making and planning.	This is an ongoing process to develop plans for consistent ERSEA Improvement.

Parent Involvement (Parent Center Committees, In-Kind Volunteering and Parent Curriculum)

Areas of Strength

- Gadsden County Head Start/Pre-K encourages Parents to be involved in their child's education and well being.
- Gadsden County Head Start/Pre-K encourages Parents to be a part of the center committee's so that they can have positive interactions with their peers.
- Gadsden County Head Start/Pre-K assists parents with learning to advocate for their child's best interest.
- Gadsden County Head Start/Pre-K provides the Parent's with a Parent Curriculum that increases the Parent's awareness of positive behavior management and interaction.
- Gadsden County Head Start/Pre-K utilizes Google Classroom to notify and remind parents of upcoming meetings, and training.
- Gadsden County Head Start/Pre-K provides more than one platform for parents to participate in the Parent Curriculum and Parent Meetings. For example, offer face to face and Virtual platforms.

Areas of Improvement

- Gadsden County Head Start/Pre-K will increase parent involvement, volunteering and attendance at workshops and meetings.
- Gadsden County Head Start/Pre-K will ensure that parents are well informed about updates, activities and events throughout the Program.
- Gadsden County Head Start will increase the Engagement Activities with our Fathers and Father Figures.
- Revise parent's annual survey to evaluate the program's performance.

Gadsden County Head Start/Pre-K will increase parent involvement, volunteering and attendance at workshops and meetings. Gadsden County Head Start/Pre-K will ensure that parents are well informed about updates, activities and events throughout the Program.

Action Steps	Expected Outcome	Results
Gadsden County Head Start/Pre-K staff will provide events that are happening in the community as well as the program through email, and newsletters monthly. Responsible Staff:Management Team, Program Specialist and Health Program Assistant	2022-2023 We will increase the communication with our Parents by having monthly newsletters to ensure that our parents are well informed about events within the community and schools.	Parents were informed of events throughout the Community through text, email, flyers and Social Media.
Parent Involvement will increase communication through emails and hybrid meetings between the Teaching Teams and the Management Team. Responsible Staff: Parent Involvement Coordinator,	2022-2023 To increase communication with the Teaching Teams regarding Parent Center Committee Meetings and Parent Trainings.	Ongoing: The Parent Involvement Coordinator will increase communication with the Teaching Team.

Gadsden County Head Start will increase the Engagement Activities with our Fathers and Father Figures.

Action Steps	Expected Outcome	Result
Gadsden County Head Start/Pre-K will provide events that target our Fathers and Father Figures. Responsible Staff: Male Involvement Program Assistant	2022-2023 We will increase the Father and Father Figure Events and Activities that include more peer bonding with other fathers	Ongoing: The Male Involvement Program Assistant will continue to provide Father Figure events.

Analyze parent's annual survey to evaluate the program's performance:

Action Steps	Expected Outcome	Results
Review and revise Parent's annual survey and Male Involvement Survey to include questions on how Gadsden County should respond to family needs during emergency situations such as the current pandemic.	2022-2023 We will continue to review and revise the Survey annually to	Ongoing: The surveys were reviewed to ensure that we address the
Responsible Staff: Parental Involvement Coordinator	assess the needs of our Parents and the Father figures.	needs of the families. The surveys will be automated for the 2023 - 2024 school year.

Conclusion

Gadsden County Head Start Pre-K. continues to strive for high performance and high-quality service delivery by utilizing program data to inform the decision-making process and continuous quality improvement efforts. The insight received during this year's Self- assessment will be used to assist the management team with implementing an improvement plan. The success of the improvement plan based on action steps and suggested time frames will be tracked and monitored to measure progress during quarterly data management team meetings.

Gadsden County School Board Head Start Program 2023-2024

Cost Allocation Plan

Purpose/General Statements

The purpose of this cost allocation plan is to summarize in writing, the methods and procedures that this organization will use to allocate costs to various programs, grants, contracts and agreements.

OMB Circular A-122, "Cost Principles for Non-Profit Organizations," establishes the principles for determining costs of grants, contracts and other agreements with the Federal Government. Gadsden County School Board Head Start Program's Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-122. The Direct Allocation Method treats all costs except general administration and general expenses.

Direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

Only costs that are allowable, in accordance with the cost principles, will be allocated to benefiting programs by the Gadsden County School Board.

General Approach

The general approach of the Gadsden County School Board in allocating costs to grants and contracts is as follows:

- A. All allowable direct costs are charged directly to the Program.
- B. Allowable direct costs that can be identified to more than one program is prorated individually as direct costs using a base most appropriate to the particular cost being prorated.
- C. All other allowable general and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using a base that results in an equitable distribution.

Allocation of Costs

The following information summarizes the procedures that will be used by the Gadsden County School Board Head Start Program beginning December 1, 2022.

- A. Compensation for Personal Services Documented with timesheets showing time distribution for all employees and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Costs that benefit more than one program will be allocated to these programs based on the ratio of each program's salaries to the total of such salaries. Costs that benefit all programs will be allocated based on the ratio of each program's salaries to total salaries.
 - 1. Fringe benefits (FICA, UC, and Workman's Compensation) are allocated in the same manner as salaries and wages. Health insurance, dental insurance, life and disability and other fringe benefits are also allocated in the same manner as salaries and wages.
 - 2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.
- B. Travel Costs -Allocated based on purpose of travel. All travel costs (local and out of town) are charged directly to the program for which the travel was incurred.
- C. Professional Services Costs (such as consultants, accounting and auditing services) Allocated to the program benefiting from the services. All professional services costs are charged directly to the program for which the service was incurred.
- D. Office Expense and Supplies (including office supplies and postage)-Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible,
- E. Equipment The Gadsden County School Board depreciates equipment when the initial acquisition cost exceeds \$750. Items below \$750 are reflected in the supplies category and expensed in the current year. Unless allowed by the awarding agency, equipment purchases are recovered through depreciation. Depreciation costs are allowable equipment used

solely by one program are charged directly to the program using the equipment. If more than one program uses the equipment, then an allocation of the depreciation costs will be based on the ratio of each program's expenses to the total of such expenses. Costs that benefit all programs will be allocated based on the ratio of each program's expenses to total expenses.

- F. Printing (including supplies, maintenance and repairs)-Expenses are charges directly to programs that benefit from the service.
- G. Insurance-Insurance cost for all programs is charged directly to the Head Start program.
- H. Telephone/Communications- Long distance and local calls are charged to programs if readily identifiable.
- I. Facilities Expenses-All facilities' expenses are covered by the Gadsden County School Board.
- J. Training/Conferences/Seminars Allocated to the program benefiting from the training, conferences or seminars.
- K. Other Costs (including dues, licenses, fees, etc.) -All other allowable costs will be charged to programs on a basis determined to be appropriate to the costs.

Unallowable Costs - Costs that are unallowable in accordance with OMB Circular A122, including alcoholic beverages, bad debts, contributions, entertainment, fines and penalties. Lobbying and fundraising costs are unallowable.

Gadsden County School Board believes that each employee contributes directly to the District Head Start program's mission "to ensure that all children participating in the Gadsden County Head Start Program enter school emotionally, physically, socially, and intellectually ready to learn; fully recognizing the crucial role of the parents as the child's primary teacher". The Gadsden County School District is committed to hiring and maintaining highly qualified and educated staff to ensure our classrooms are

accredited and recognized nationally. Staff will be hired to offer extra support to teachers in the classrooms. Our salaries are in line with the latest wage comparability study completed by the Florida Head Start Association in 2019.

A. Personnel:

Positions # of		Cost
	Staff	
Program Managers & Experts	6	\$317,455
Teachers	18	\$837,000
Teacher Aides	14	\$301,000
Nutrition	1	\$31,500
Family Service Workers & Male	8	\$216,000
Involvement		
Director	1	\$82,000
Clerical	1	\$32,500
Administrative Assistant	1	\$36,100
Totals	50	\$1,853,555

Head Start Cost: \$1,853,000

Head Start Cost: \$430,406

B. Fringe Benefits:

Gadsden County school Board has found that offering a comprehensive and generous benefit package to employees, has been most helpful when trying to recruit and retain qualified staff. Gadsden County School Board has remained committed to assisting staff with the increasing cost of medical premiums. All employees' basic dental premiums will continue to be paid by the School Board.

	Cost
FICA (6.20%)/ Medicare (1.45%)/ Unemployment (0.4300%)	\$147,855
Health/Dental/Life (4.6200%)	\$84,546

Retirement (10.82%)	\$198,005
Total	\$430,406

C. <u>Travel:</u> \$30,000

Travel expenses will be used for out of state reimbursement to attend trainings and to pay for any other reimbursement related to travel.

D. Equipment: \$0

E. <u>Supplies:</u> \$68,000

Supplies are necessary and essential to the operations of the program. Office supplies include computers, and office supplies for programmatic staff (those who are not directly in the classroom). Food service supplies are sundry items used by the food service staff at the centers and community sites to prepare and package meals. Items may include utensils, storage containers, food trays, cambro and small kitchen appliances. Program supplies include, but not limited to curriculum, furniture, manipulatives, puzzles, books, mats, cots, pull-ups, wipes and consumable supplies such as glue, paper, crayons, marker, paint, sets, etc. that are required to fulfill the school readiness goals of the program. Custodial supplies are also needed for cleaning purposes. include, but not limited to curriculum, furniture, manipulatives, puzzles, books, mats, cots, pull-ups, wipes and consumable supplies such as glue, paper, crayons, markers, paint, sets, etc. that are required to

fulfill the school readiness goals of the program. Custodial supplies are also needed for cleaning purposes.

Cost	
\$60,000	
\$5,000	
\$3,000	
\$68,000	
	\$60,000 \$5,000 \$3,000

F. <u>Contractual:</u> <u>\$45,200</u>

There is a growing need for a mental health consultant in our community for students, staff and families. The economy and COVID-19 have left the world in such a turmoil of disbelief. The Head Start Program ChildPlus Data tracking system is our management program and the consultant helps the information to flow smoothly throughout the system. The consultant is reliable personnel for the success of data being stored accurately on the database. Conscious Discipline is a parent training model that is used to train parents on the "I Care" ritual.

	Cost	
Disability/Mental Health Consultant	\$20,000	
ChildPlus Consultant	\$18,000	
Conscious Discipline	\$7,200	
Total	\$45,200	

G. Construction:

H. Other:

The other line item budget category reflects parental involvement projects that provide family education, training, outings. Projects include but are not limited to policy and advisory council meetings. Training and staff development is needed throughout the year to make sure the staff is equipped with the latest information related to early learning and Head Start procedures. Fuel for the buses and vans are to provide students with handson fieldtrips to enhance their learning outside the classrooms.

	Cost	
Parent Services	\$1,000	
Training or Staff Development	\$87,853	
Fuel for Buses and/or Vans	\$5,000	
Total	\$63,853	

J. Indirect Cost \$96,457

Gadsden County School Board has a state approved Indirect Cost Rate of 3.69%. This rate is valid for the period of July 1, 2023 thru June 30, 2024. The rate covers the cost of the following annual audit, accounting, human resources, information technology and administrative functions. Common cost, such as communication (telephone, internet, and cell phone) and clerical for the administration building are all a part of indirect costs.

	Cost
Indirect Cost	\$96,457
Total	\$96,457

Total All Charges (Program Operations) - \$2,587,471

Total Training and Technical Assistance - \$26,542

Grand Total Funding - \$2,614,013

Gadsden County School Board Head Start Program

Grant# 04CH011096

Funding Year: 2023-2024

T/TA Plan Narrative

In accordance with the expressed expectations of the Region IV Office of the Administration for Children and Families, we certify that by submitting the attached T/TA Plan, we have engaged the services of our assigned Program Specialist, and our T/TA Specialist. We have given our Program Specialist access to all appropriate documents necessary to undergo both a system thinking and system approach to the design and delivery of T/TA services that will enhance services to children and families as we continue to move our program progressively forward.

Preparation

The initial process leading up to the development of the 2023-2024 Training and Technical Assistance Plan began in the Spring of 2023. The Gadsden County Head Start Program's T/TA Plan was developed with the assistance of the Head Start Management Team, the Health Advisory Council, Head Start/Pre-K Program Director, Policy Council and Board. In order to assist in the development of this plan, several program documents were identified and reviewed. Extensive timelines were set to allow adequate time to meet and accomplish this goal. The Head Start Program Director and Coordinators reviewed all documents, and each Coordinator compiled an in-depth list of needs identified in their specific component areas. These documents included, (but were not limited to) a review of the Self-Assessment, Community Assessment, Program Improvement Plan, Classroom Assessment Scoring System (CLASS), Family Engagement Plan, PIR data, Auditor General's Report, Strategic Plan and the School Readiness Plan.

After reviewing such documents as the Community Assessment, Self-Assessment, Program Improvement Plan, Child Outcome Data, Family Engagement Plan, and School Readiness Plan, the team identified program strengths, areas of need in the Head Start Program and within the community, and prioritized goals. This came as a result of completing the Initial Program Profile. Challenging Behaviors in children at home and in school continue to be areas of concern in the Community Assessment and the Self-Assessment. As a result, the need to work closely with staff and families in the areas of Challenging Behaviors and understanding mental health issues affecting children and adults were identified and addressed in the program Improvement plan. The Training Plan also addressed the need to assist staff in working more effectively with parents and other agencies in order to ensure growth in this area. Last year's *T/TA* Plan was also reviewed to address any unmet or ongoing training needs, and to identify any trainings that needed to be incorporated into the current Plan. Upon doing this, it was noted

that continuous parent training is needed to adequately address the behavior mental health concerns within the Head Start Program. Teaching Teams will continue to improve CLASS scores as they relate to School Readiness and program quality. These are just some of the ongoing needs that were identified during the Self-Assessment process. Although this issue was addressed in the 2021-2023 Training Plan, a continuation of training and education in these areas are still needed. Therefore, these training needs were subsequently included in the 2023-2024 Program Improvement Plan and Training Plan.

The Head Start Roadmap to Excellence, Head Start Early Learning Outcomes Framework and the state's Early Learning Standards were also reviewed to identify educational goals and training needs. This assisted in promoting a seamless high-quality system to assure that children in the Head Start program are both successful in school and prepared for kindergarten.

Based on the documentation used to determine the training needs of the program, the Management Team and the Head Start/Pre-K Director prioritized goals. These identified goals, outcomes, and strategies will impact such systems as communication, record-keeping, monitoring, program governance, ERSEA, finance, etc., and will thereby enhance overall services to children and families. The total estimated cost for the Training Plan is \$26.542.

Shared Governance

The Program Improvement Plan was provided to all Policy Council members for review at the <u>August 17. 2023</u> meeting. At this meeting, the Council members were informed of the steps leading to the development of the Program Improvement Plan. They were informed that the Plan was developed using the Self- Assessment, Community Assessment, School Readiness Plan, Parent/Staff surveys, PIR, and the Auditor General's Report. After reviewing the Plan, it was approved and noted that any training needs would be addressed in the Training Plan, which would also include all required Head Start and State Trainings.

The final Refunding Application, including the Program Improvement Plan, and Training Plan was approved by the Policy Council on <u>August 17, 2023.</u> The Board's approval was given on <u>August 22, 2023.</u>

Participants

<u>Title</u>

Executive Director (if applicable) Elijah Key

Head Start Director Valencia Denson

Fiscal Manager LaClarence Mays

Education Coordinator Clarissa York

Health Coordinator

Natasha

Richardson

Disabilities Coordinator

Treshandra Williams

Family & Community Partnerships Shannon Brown

Policy Council Chairperson Kenyatta Lloyd

Head Start Parent Jamontaye Phillips

Head Start Parent Doris Jackson

Head Start Community Rep. Fabiola Garcia

Parent Involvement Coordinator Cametra Bryant

TRAINING AND TECHNICAL ASSISTANCE

Line Item	Description	Costs
Travel	see details below	16,925
Contractual	Consultant Fees	7,300
Supplies	Training Materials	2.317
Total Budget		\$26,542

Travel \$16,925

Out of town travel costs are costs such as per diem, airline transportation, hotel reservations, mileage, car rental, etc. that are associated with staff development, training and technical assistance, conferences, located outside of Gadsden County. Theses trainings are held in many different cities across the United States. The destinations for National HS conferences change from year to year. There are numerous conferences and trainings held in Atlanta, Georgia in conjunction with the Regional Office, where the Region IV office is based. There are other various trainings such as Florida Association for the Education of Young Children (FLAEYC), Florida Head Start Association annual training, and CLASS trainings throughout the state of Florida. Depending on staff, organization's events, and availability, the district will try to ensure that the director, managers, staff, parents, and board members are provided the opportunity to attend conferences. Attendance will be based on the topics offered at the conference.

Conference	# of Trips	# of Days	# of Staff	Location	Cost
Florida Head Start	1	4	3	Daytona, FL	2,450
FLAEYC	1	3	6	Orlando, FL	2,300
Region IV-Annual	1	4	4	Atlanta, GA	3,200
Region IV-Leadership	1	4	4	Atlanta, GA	2,650
One Goal	1	3	2	Tampa, FL	1,500
FL HS -Parent Conf.	1	4	7	New Orleans	<u>4,825</u>
Total Travel					\$16,925

Contractual \$7300

Although out of town trainings are offered throughout the year, there will be times when it is necessary to provide on-site trainings. These trainings, such as various local trainings offered by

other agencies, seminars, first aid/CPR classes, updates for state standards and regulations are necessary to operate an effective and quality program.

Contractual Costs

ChildPlus Trainings 5,000 Ready to Advance Pre-k 2,300

Training

Total Contractual \$7,300

Supplies \$2,317

These funds will be used to purchase needed supplies to be used during trainings or in-service days. Supplies could include training materials for CLASS trainings, curriculum materials, and - classroom materials to assist with state mandated requirements.

Supplies Cost

Program/Classroom Supplies \$2,317 **Total Supplies** \$2,317

Total Training and Technical Assistance \$26,542

Grantee: <u>Gadsden County Head Start Program</u>

YEAR: 2023-2024

Part 1: Identified T/TA Goals T/TA

T/TA Goal

Improve Overall Child Health/Mental

Health

Expected Outcomes (Short-Term &/or Long-Term)	Indicators	Documentation/Frequency of Measurement
Parents and staff will gain a better awareness of the factors impacting the overall child health/mental health and well-being, as well as gain awareness of ways to impact positive outcomes.	Child/Children's health information up-to-date Parent implementation of healthier eating habits. Appropriate child behaviors in the home and at school. Knowledge of resources/information available to address mental health issues in children and adults.	Child Plus Data Reports (Health/Mental Health) Child Health Records (Growth Charts/Mental Health Records) Home Visit Reports Workshop Agendas/Sign-In Sheets PIR Reports Classroom Observation Reports

	T/TA Strategies Events/Activities (include size & scope)	T/T	A Resource	Target Audience or HS Mgt. System	Responsible Manager	Timeline	Estimated Cost
List each	strategy, event, or activity						
Trai	ning Strategies:	a.	Health	a. Parents	a. Health Coord.	a. Dec.'23- June'24&	
a.	Train parents on making healthy food choices for their families (newsletters, handouts, trainings, etc.)	a.	Coord./ Consultant	a. r arents	a. Hearm Coord.	Aug'24- Nov'24	a.\$500
b.	Train parents and staff on appropriate ways to manage challenging behaviors at school and in thehome.	Ъ.	Health Coord./ Consultant	b. Parents/Staff	b. Health Coord.	b. Dec.'23- June'24& Aug'24-	b.\$750
c.	Train parents on various mental health issues affecting both	c.	Health	_		Nov'24	c.\$500
	children and adults.		Coord/	c. Parents	c. Health Coord./	c. Dec'23	140
d.	Train staff on the importance of physical activity in early education (individual and small group experiences)	d.	Consultant Health Coord/Ed.	d. Staff	d. Health Coord/ Ed. Coord.	d. Dec.'23- June'24&	d.\$0
			Coord.	e. Staff		Aug'24-	
e.	Train staff on how to promote healthy eating at school and home.	e.	Health Coord/Ed.		e. Health Coord	Nov'24 e. Aug'23	e.\$0
	nome.		Coord.			o. Aug 25	

Page 223 of 576

Grantee: Gadsden County Head Start Program

YEAR: 2023-2024

Part 1: Identified T/TA Goals

T/TA Goal:

Ensure Student Success in the Classroom and in the Community

Expected Outcomes (Short-Term &/or Long-Term)	Indicators	Documentation/Frequency of Measurement
Teachers will be equipped with the skills/techniques needed to ensure student success in the classroom. Implementation of The Practice - Based Coaching Model.	Attainment of School Readiness goals. Appropriate classroom behavioral/educational techniques. Appropriate implementation of Curriculum. Accurate administration of assessment tools. Classroom safety measures. CLASS Scores	Classroom Observation Reports Monitoring Reports Assessment Data Staff meeting agendas/minutes Training agendas Teacher Reports Individualized training reports Professional Learning Opportunities

	T/TA Strategies Events/Activities (include size & scope)	T/TA Resource	Target Audience or HS Mgt. System	Responsible Manager	Timeline	Estimated Cost
List eac	h strategy, event, or activity	a. Ed. Coord./				
a. 7	Frain ALL staff on the New Curriculum, Ready to Advance, the	Resource	a. Teaching	a. Ed. Coord.	a. Dec.'23-	a.\$1,800
I	BCA assessment, and the CLASS Observation Tool.	Teachers/Coach	Teams		May'24&	
		Consultant	all staff	b. Ed. Coord./	Aug'24-	
b. 7	rain parents and staff on goals outlined in the School Readiness Plan	b. Ed. Coord/		FSvcs Coord	Nov'24	
(Parent Orientation and Pre-service Training)		b. Parents/Teaching		b. Aug' 24	b\$0-
,		c. Ed. Coord/	Teams	c. Ed. Coord.	c.Dec.'23	
c. F	rovide individualized teacher training based on results of CLASS	Res.Teachers		Res. Teachers	June'24&	
C	bservations, and data from BCA and VPK Assessment and ISA's.	Coach	c. Teaching Teams		Aug'24-	c\$0
				d. Ed. Coord.	Nov'24	
d.]	rain parents and staff on importance of social skills education	d.Fsvc. Coord.		Fsvc. Coord	d. July'24-	
	•	Ed. Coord./			Aug'24	d\$0-
е. Т	rain staff on the use of appropriate teaching strategies for children	Consultant	d. Parents/Staff		e. Dec.'23-	
	with special needs and on different learning styles in children	e. Ed. Coord/			June'24&	e \$.1,317
		Res.Teachers/		e. Ed. Coord.	Aug'24-	4 - 3
		Consultant	e. Staff		Nov'24	

Grantee: <u>Gadsden County Head Start Program</u> YEAR: 2023-2024

Part 1: Identified T/TA Goals

T/TA Goal: (From IPP and AI process): <u>Implementation of a Research-Based</u> Parent <u>Curriculum</u>

Expected Outcomes (Short-Term &/or Long-Term)	Indicators	Documentation/Frequency of Measurement
	Parent attainment of FP A Goals	Child Plus Reports Home Visit Records
Family Services Staff will have the techniques necessary to assist parents in attaining their goals and improving the lives of themselves and their children.	Accurate Recordkeeping	Family Services Monitoring Reports Workshop agendas/sign-in sheets
Increased parental involvement in their child's daily life experiences (home and school)	Different levels of parent participation	Parent Involvement Reports Classroom Volunteer Reports PIR
Children being successful in school and in the community	Positive Parent Outcomes	Reports Family Services meetings/agendas Parent Surveys
	Attainment of Family Engagement Plan Goals	

	T/TA Strategies Events/Activities (include size & scope)	T/TA Resource	Target Audience or HS Mgt. System	Responsible Manager	Timeline	Estimated Cost
List eac	ch strategy, event, or activity					
a.	Train Family Service Staff and Teaching Teams on how to engage parent participation in daily activities in the classroom and at home.	a. Family Svcs Coord./Ed. Consultant	a.Teachers	a. Family Svc Coord. Ed. Coord	a. Dec.'23- May'24& Sept'24-	a.\$0
b.	Train Family Service Staff on Positive interactions with families, goal setting, and accurate documentation.	b. Family Svcs Coord./ Consultant	b. Family Svcs. Staff	b. Family Svc Coord.	Nov'24 b Dec.'23- May'24&	b.\$2,500
C.	Train Staff on implementation of Research-Based Parent Curriculum "Conscious Discipline"	c.Family Svcs Coord./Consul- tant	c.Family Svcs. Staff	c.Family Svcs Coord.	Aug'24- Nov'24 c. Sept'24	c.\$0

Grantee: <u>Gadsden County Head Start Program</u> YEAR: 2023-2024

T/T A Goal: Governing Board, Policy Council and Staff maintain compliance with Required State and Federal Regulation!!

Expected Outcomes (Short-Term &/or Long-Term)	Indicators	Documentation/Frequency of Measureme		
Governing Board, Policy Council, and Head Start Staff will have a greater understanding of Revised Policies and Procedures. Staff proficient in using Data Tracking System. Using Data to support Program Goals (School Readiness and Family Outcomes).	Increased awareness of data as it relates to School Readiness Goals. Increased collaboration between Head Start, Governing Board, and Policy Council. Revised Policies and Procedures Accurate Fiscal Reports. Head Start Program compliance with mandates and standards.	School Board Minutes/Agendas Training Agendas/Sign-in Sheets Fiscal Reports Head Start Monitoring Reports Policy Council Minutes Head Start Director Reports Approved Policies and Procedures		

T/TA Strategies Events/Activities (include size & scope)	T/TA Resource	Target Audience or HS Mgt. System	Responsible Manager	Timeline	Estimated Cost
List each strategy, event, or activity					
a. Train Governing Board, Policy Council, and Head Start staff on Performance Standards and Federal Regulations.	a. Consultant	a.G. Board /Policy Council/ H.S.Staff	a.H.S. Director	a. Dec.'23- July'24	a.\$0
b. Train Governing Board, Policy Council, and Head Start staff on how to understand difference between CLASS and School Readiness	b. Consultant	b. G. Board /Policy Council/ H.S. Staff	b. H.S. Director	b. Dec.'23- July'24	b.\$0
c. Governing Board, Director, and Fiscal Staff will be trained on Fiscal Tracking System.	c. Consultant	c.G.Board/Director/ Fiscal Staff	c.H.S. Director	c. Dec.'23- Nov'24 d. Dec.'23-	c\$0- d2,800
c. Train Governing Board, Policy Council, and Staff on how to analyze Data to Support Program Goals.	d. Consultant	d. G. Board /Policy Council/ H.S. Staff	d.H.S. Director	June'24	u2,000

Part 1: Page 4

Part 2: Region IV Head Start T/TA Plan

Grantee: <u>Gadsden County Head Start Program</u> YEAR: <u>2023-2024</u>

Required Training (including size & scope)	T/TA Resource	Target Audience	Expected Outcomes	Responsible Manager	Timeline	Estimated Cost
Head Start Act Section 640(a)(3)(B)(ii) 1302.31(2)(ii)(4) Developing skills in working with children with non-English language background and children with disabilities, as appropriate	ESOL Coordinator/ Education Coordinator Teachers	Teachers Parapro- fessionals	Teaching staff will provide appropriate experiences for children with non-English language backgrounds and children with disabilities	Education Coordinator	Dec'23- Nov.'24	\$0
1302.92(b)(2) Identification and reporting of child abuse and neglect including methods for identifying and reporting child abuse and neglect that comply with applicable State and local laws using, so far as possible, a helpful rather than a punitive attitude toward abusing or neglecting parents and other caretakers	Consultant/ Family Services Coordinator	All Staff	Cases of child abuse and/or neglect will be identified and reported	Family Services Coordinator	Aug '24	-0-
1302.70(d) Transition training for Early Head Start or Head Start staff and school or other child development staff	Education Coordinator, Consultant	Director, Manage-ment Staff, Teaching Teams	Children and families will successfully transition into and out of the Head Start program	Transition Coordinator	April '24	\$1,900
1302.92(a) Orientation for new staff, consultants and Volunteers	Director, Education Coordinator, Resource Teachers, Consultant	New Staff	All new staff, consultants, and volunteers will receive an orientation which includes the goals and underlying philosophy of Early Head Start and/or Head Start and the ways in which they are implemented by the	Director	Dec'23- Nov.'24	-0-
1302.47(4) Safety Training for Staff	Consultant	All Staff and Volunteers	program. All Staff and Volunteers will promote safety throughout the program year	Health Coordinator	Dec '23- Nov ' 24	\$1,500

Page 227 of 576

Grantee: <u>Gadsden County Head Start Program</u> YEAR: <u>2023-2024</u>

1302.92(b)(1) Pre and in-service training opportunities designed to improve the ability of staff and volunteers to deliver services required by Head Start regulations and policies	Director, Manage-ment Staff, Resource Teachers/ Consultant	All Staff	Program staff and volunteers will acquire or increase the knowledge and skills they need to fulfill their job responsibilities. This training will be directed toward improving the ability of staff and volunteers to deliver services required by Head Start regulations and policies	Director	Aug. '24	\$3,200
1302.92(a) Training about the underlying goals of Head Start and the program options being Implemented	Director, Manage- ment Staff, Resource Teachers	All Staff Parents	Staff and volunteers will increase knowledge about the underlying goals of Head Start and the program options being implemented	Director	Aug.'24	-0-
45 CFR 1310.17(b)(l) Operate the vehicle in a safe and efficient Manner	Transporta- tion Director	Bus Drivers, Monitors, Program Assistants	Transportation services provided to children will be completed safely and efficiently, without incidents of injury to persons or damage to property	Transportation Director	Aug. '24	\$0
45 CFR 1310.17 (b)(2) Safely run a fixed route and perform specialized driving maneuvers	Transporta- tion Director	Bus Drivers	Drivers will complete assigned routes and driving maneuvers safely, without incidents of injury to persons or damage to property.	Transporta- tion Director	Aug. '24	-0-
45 CFR 1310.17{b)(3) Administer basic first aid	Transporta- tion Director	Bus Drivers, Monitors, Program Assistants	Staff and volunteers will obtain knowledge and skill in administering first aid to injured students and staff	Transportation Director	Aug. '24	-0-
45 CFR 1310.17(b)(4) Handle emergency situations	Transporta- tion Director	Bus Drivers, Monitors	Staff and volunteers will obtain knowledge and skill in following appropriate procedures to handle emergency situations.	Transporta- tion Director	Aug. '24	-()-
1303.72(2)(i)	Transporta-	Bus Drivers/	00 of 576	Transporta-	Aug. '24	-0-

Page 228 of 576

Grantee: <u>Gadsden County Head Start Program</u> YEAR: <u>2023-2024</u>

Operate special equipment	tion Director	Monitors	Staff and volunteers will obtain knowledge and skill in operating special equipment.	tion Director		
1303.72(2)(i) Conduct maintenance and safety checks and maintain accurate records.	Transporta- tion Director	Bus Drivers/ Monitors	Staff and volunteers will obtain knowledge and skill in conducting maintenance and safety checks to ensure a safe environment.	Transporta- tion Director	Aug. '24	-0-
1303.72(d)(l) Meet applicable driver training requirements of the state in which they operate	Transporta- tion Director	Bus Drivers	Drivers will obtain knowledge and skills related to requirements for state licensure in which they operate.	Transporta- tion Director	Aug. '24	-0-
1302.34 (Parent) How to be the primary teacher for their children and full partners in the education of their children	Teacher/ Resource Teacher/ Family Svc. Coordinator	Parents	Parents will obtain knowledge and skills in guiding their child's education.	Family Svc. Coordinator	April '24	\$4,825
1302.12(m) Determining, verifying and documenting Eligibility	Family Services Coord.	All Staff	Staff will obtain knowledge on how to collect complete and accurate information.	Family Svc. Coordinator	Aug. '24	-0-
1302.71 Preparation for parents to exercise their rights and responsibilities concerning the education of their children in the school setting	Teacher/ Family Svc.Coord. /Consultant	Parents	Parents will obtain knowledge of their rights and responsibilities concerning the education of their children in the school setting. Parents will develop skills in exercising their rights as parents in the school setting.	Family Svc. Coordinator/ Transition Coordinator	April '24	\$2,650

Grantee: <u>Gadsden County Head Start Program</u> YEAR: 2023-2024

47.0						
1302.46(b)(v) If the agency provides transportation, training that includes vehicle and pedestrian safety	Community Organiza- tions	Parents	Parents and children will demonstrate knowledge and skill in vehicular safety methods and pedestrian safety methods.	Family Svc. Coordinator	Aug. '24	-0-
1302.46(b)(ii) Family assistance with nutrition	Teachers/ Family Svcs /Nutrition Coordinator	Parents	Families will receive information on resources to assist with nutrition needs. Families will receive instruction on proper nutrition and meal planning.	Family Svc Coord./ Nutrition Coordinator	Aug. '24	-0-
1302.34 Opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children	Teachers, Family Svcs./ Education Coordinator	Parents	Parents will obtain knowledge in proper methods of parenting; develop an understanding of their child's educational and developmental needs; and develop skill in selecting appropriate educational and developmental activities for their children.	Education Coordinator	Aug.'24	-0-
1302.45(b)(4)(5) Parent and staff education of mental health Issues	Consultant/ Mental Health Coordinator	Parents	Parents will obtain knowledge of mental health issues in children, including characteristics/signs to watch for.	Mental Health Coordinator	Dec. '23	\$0

Grantee: <u>Gadsden County Head Start Program</u> YEAR: <u>2023-2024</u>

Part 3: Required State Training

Required Training (including size & scope)	T/TA Resource	Target Audience	Expected Outcomes	Responsible Manager	Timeline	Estimated Cost
List of Required trainings from state regulations						
CDA Training/60 Hrs. College Credits	Tallahassee Community College/ Children's Forum	Paraprofessional	Paraprofessionals will gain knowledge and skills in the area of child development and children behaviors.	Education Coordinator	Dec '23 Nov '24	\$700
Bus Driver/Monitor Training	Transportation Director	Family Services Staff/'Monitors	Safe and dependable transportation for Head Start children, staff, and parents.	Director	July '24	\$0
Blood Borne Pathogen	Health Department	All Staff	To minimize the risk of transmission of HIV, Hepatitis B, and other blood borne pathogens to staff, volunteers, and children.	Health Coordinator	Aug. '24	-0-
Administration of Medication	Health Department	All Staff	To ensure medication is administered properly to children in their care	Health coordinator	Aug '24	-0-
Emergency Preparedness First Aid/CPR	School Safety Coordinator	All Staff	To ensure the safety of children and staff.	Health Coordinator	Aug '24	\$1,600
		Daga	231 of 576			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a					
DATE OF SCHOOL BOARD MEETING: August 22, 2023					
TITLE OF AGENDA ITEM: Replacement of GCHS Marquee					
DIVISION: Technology					
XThis is a CONTINUATION of a current project, grant, etc.					
PURPOSE AND SUMMARY OF ITEM:					
The District seeks to contract with Daktronics to replace Gadsden County High School broken marquee. Daktronics is an approved State vendor.					
FUND SOURCE: ESSER					
AMOUNT: \$45,606.00					
PREPARED BY: John Thomas					
POSITION: Network 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					
REVIEWED BY:					





201 Daktronics Drive PO Box 5128 Brookings, South Dakota 57006-5128 T 800-325-8766 605-692-0200 F 605-697-4700

Attn: Jessica.Powers

Brookings, SD 57006

PO Box 5128

Thank you, Chelsea Franklin, for choosing	Daktronics.			
The following items are required to proces	s your order:			
 Please verify that this equipment fulfills your project needs Signed Quote with Purchase Order number Validate and complete Project Site Information page, return with order Help ensure Daktronics shipping, invoicing, and service locations are accurate. Payment & Invoicing – Please provide Purchase Order number. 				
You may submit your order to your sales team via the following methods.				
Email:	Mail:			
Attention:	Daktronics, Inc			

After your order has been placed:

Kody Thompson – <u>Kody.Thompson@daktronics.com</u>

Jessica Powers - Jessica.Powers@daktronics.com

☐ <u>Freight Unloading Guidelines</u> – Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.

DAKTRONICS ORDER AGREEMENT # 723224-4-1

Gadsden County School District Chelsea Franklin 27001 Blue Star Hwy

Havana, FL USA 32333 Phone: (850)662-2300 Fax: (850)539-2863

Email: franklinc@gcpsmail.com

7/Aug/2023 Valid for: 90 days

Terms: Net 30 days from shipment with

Purchase Order

Subject to Credit Review

FCA: DESTINATION

Delivery: Call for Production Time

Reference: Marquee

All pricing in accordance with PAEC Florida Buy Contract #AEPA IFB #020-F and 20-164.

Item No.	Model	Description	1027	Qty	Price
1	GS6-80X200-15.85-RGB-2V Galaxy® Outdoor Electronic Message GS6 Series - 15.85mm RGB; 2V Interest Cable Length Is 20 Feet		n RGB; 2V Interconnect	1	\$39,701.00
		Matrix: Line Spacing: LED Color: Face Configuration: View Angle: Cabinet Dimensions: Max Power: Weight:	80 lines by 200 columns 15.85mm RGB- 281 Trillion Colors 2V - two one sided displays - same content 140 degrees Horizontal x 70 degrees Vertical 4' 8" H X 10' 8" W X 0' 5" D (Approx. Dimensions) 1505 watts/display Unpackaged 360 lbs per display; Packaged 500 lbs per display		
	Galaxy® External Temperature Sensor	External Temperature Connect Cable	Sensor with 25 ft. Quick	1	
	GS6/VS6 RGB Spare Parts - One Module Package	Includes One (1) Modu Supply	ule, Sata Cable, and Power	1	
	Daktronics Verizon Modem, 4G, Ethernet		6 Cellular Modem Only - Yerizon Cellular Data Plan	1	
	Daktronics System Certified Structural Drawings <100	Engineered stamped of beams	Irawings for footing and	1	
	System Startup	Final Commissioning of	of Equipment	1	
2	Physical Installation	See attachment A.		1	\$5,000.00
3	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.		Ť	\$905.00
Servi	ices				
4	G5C5-W	Five Year Warranty -	Parts Coverage - G5G5	1	
	Venus® Control Suite Basic 10-Year Subscription	Secure, web-based software that enables display management anytime. anywhere via internet connection.		1	
	Venus® Control Suite Training Onboarding	Venus® self guided training videos. (English only.)		1	





DAKTRONICS ORDER AGREEMENT # 723224-4-1

Daktronics Verizon Lifetime 4G Cellular Data Plan for VCS, Up to 100,000 Pixels Daktronics Verizon Lifetime 4G Cellular Data Plan Per Modem, for Venus Control Suite on Displays Up to 100,000 pixels. Excludes streaming data feeds and diagnostics.

Total Price Excluding Applicable Tax:

\$45,606.00

1

Please reference listed sales literature: DD1628383 for G5C5-W, DD3148704 for GS6-80X200-15.85-RGB-2V, DD3512730 for Daktronics Verizon Modem, 4G, Ethernet

Please reference listed shop drawings: DWG-03120235 for GS6-80X200-15.85-RGB-2V



DAKTRONICS ORDER AGREEMENT # 723224-4-1

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$11,285 per year

\$100,000 in total equipment cost = \$22,568 per year

\$250,000 in total equipment cost = \$56,420 per year

**Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- Structure
- Power
- Signal Conduit
- Applicable Permits
- Electrical Switch Gear or Distribution Equipment
- Foundation
- Hoist
- Labor to Pull Signal Cable
- Taxes
- Front End Equipment

Unless expressly stated otherwise in this Order Agreement # 723224-4 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.



Kody Thompson

PHONE:

FAX: 605-697-4700

EMAIL: Kody.Thompson@daktronics.com

Kody-Thompson

Jessica Powers

PHONE: FAX:

EMAIL: Jessica.Powers@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

on coord of the law and the la

SL-02374 Standard Warranty and Limitation of Seller's Liability

SL-02375 Standard Terms and Conditions of Sale

SL-07862 Software License Agreement

Additional Links:

Wireless Service Addendum

(www.daktronics.com/terms_conditions/SL-02374.pdf)

(www.daktronics.com/terms_conditions/SL-02375.pdf)

(www.daktronics.com/terms_conditions/SL-07862.pdf)

(www.daktronics.com/TermsConditions/DD3956286)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this order agreement and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature

Print Name

Elijah Key, Jr.

Date

Superintendent of Schools

Title

Daktronics, Inc. 201 Daktronics Drive Brookings, SD 57006 USA www.daktronics.com Order Agreement # 723224-4 Rev 1

Page 3 of 4



PROJECT SITE INFORMATION - REQUIRED TO PLACE YOUR ORDER

Daktronics Quote # 723224-4-1

This document is for order processing purposes only and is not intended to be part of the Agreement

Purchase Order Information:PO#	PO Date
Purchaser (Bill To) herby confirms that the equipme	ent is to be delivered to (Ship To) and may be installed by Purchases or
Daktronics, as indicated elsewhere herein, at the ac	ddress (Installation Location) indicated below unless otherwise specified.
SHIP TO: (delivery location)	INSTALLATION LOCATION: (end user) ID#
Company: Gadsen County School District	Company: Gadsen County School District
Contact: Chelsea Franklin	Contact: Chelsea Franklin
Street Address: 27001 Blue Star Hwy	Street Address: 27001 Blue Star Hwy
City: Havana	City: Havana
State: FL Zip:	State: <u>FL</u> Zip: <u>32333</u>
Telephone: 850-662-2300	Telephone: 850-662 2 90
Email: (for shipping notification) franklinc@gcpsmail.com	Email: (for order acknowledgement) franklinc@gcpsmail.com
Additional Email: (for shipping notification) sgauss@gcpsmail.com; thomasj@gcpsmail.com	Training Contact & Email: (if applicable)
BILL TO: (receive and pay invoices) ID#	***VENUS SOFTWARE INFORMATION*** This is a new Venus account
Company: Gadsen County School District	(Daktronics will create and send the credentials)
Contact: Chelsea Franklin	Please add users and display to existing Venus account
Street Address: 27001 Blue Star Hwy	
City: Havana	Acct Name or Number:
State: FL Zip: <u>32333</u>	Display Name:
Telephone: 850-662-2300	
Email: franklinc@gcpsmail.com	Primary Contact – Account Administrator
	*Email:
	Name:
	Phone:
LOGO & AD COPY APPROVAL	Secondary Contact – Account Administrator
(if applicable)	*Email:
Name:	Name:
Email:	Phone:

Logos, Graphics, or Sponsor Advertisements

<u>Vector files</u> must be submitted with your order documents, not to exceed 1 week of order placement. If artwork is no received, the panels will be painted the same as your scoreboard or display and shipped blank.



CUSTOMER RESPONSIBILITIES

General

- 1) Secure necessary sign permits, as required.
- 2) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
- 3) Mark location of the new Equipment as delineated in the quote.
- **4)** Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work.

Structures

1) Paint existing support structure.

Electrical & Data

1) Provide primary power feed base of structure in the form of transformer and electrical disconnect/distribution panel, as applicable, with over current protection per all applicable electrical codes and regulations.

Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation.
- 2) Provide high speed internet connection to control room equipment.
- 3) Required power outlets on clean dedicated circuit(s) for all control equipment.

DAKTRONICS RESPONSIBILITIES

General

- 1) Secure necessary construction permits, as required.
- 2) Removal and disposal of existing equipment.

Structures

1) Not applicable

Electrical & Data

1) Provide secondary power conduits, power cable and power hook-up from base of structure to all Daktronics supplied load centers/termination panel at/within the Equipment.

Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
- 2) Lift and mount Equipment listed in this quotation.

QUALIFICATIONS/CLARIFICATIONS

- 1) Access: Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included.
- 2) Control Room Climate: Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
- 3) Electrical: The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.
- 4) Existing Conduit: Costs to repair or replace damaged or obstructed conduit have not been included in this quote.
- 5) Damages and Wages: Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing.

Attachment A Page 1 of 1

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO	<u>8b</u> "
DATE OF SCHOOL BOA	ARD MEETING: August 22, 2023
TITLE OF AGENDA ITE	M: Purchase Order Request for PPM Sports Turf for Pest and Weed
Control Services for Athleti	c Fields-District Wide
DIVISION: Facilities	
This is a CONTINU	JATION of a current project, grant, etc.
PURPOSE AND SUMMA	RY OF ITEM: The Gadsden County School District has received
approval from Leon County	Schools to continue to piggyback on their Bid #5560-2020 Pest and
Weed Control Services for	Athletic Fields-District Wide for fiscal year 2023-2024. This request
is for School Board approv	val to extend the agreement for the 2023-2024 fiscal year with PPM
Sports Turf for pest and we	eed control services and issue a purchase order in the amount of \$31,
286.64. These services wo	uld be utilized at Gadsden County High, West Gadsden Middle and
Havana Magnet. Attached	l is a copy of the price sheet that incorporates a price escalation
approved on July 1, 2022 a	and the proposals for Gadsden County High, West Gadsden Middle
and Havana Magnet.	
FUND SOURCE:	GCHS – 1100E 5900 3900 0051 31000 WGHS – 1100E 5900 3900 0052 31000 HMS – 1100E 5900 3900 0091 31000
AMOUNT:	GCHS - \$15,661.74 WGHS - \$12,940.84 HMS - \$2,684.06
PREPARED BY:	Brenton Hudson BEH
POSITION:	Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
1 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered1
CHAIRMAN'S SIGNATURE: page(s) numbered!
REVIEWED BY:
· W

BID NO. 5560-2020 Escalation Approval 7/1/2022

DESCRIPTION: Pest & Weed Control Services For Athletic Fields District Wide

PENING	ENING DATE: April 18, 2019 @ 2:00 P.M.				
ITEM	DESCRIPTION	Professional Pest Management, Inc.			
1	Applied price for treatment of <u>MOLE CRICKETS & FIRE ANTS</u> : TOP CHOICE is the <u>only</u> approved product.				
	Approved Product	Top Choice @ 87 lbs. per acre			
	Per Acre Price	\$325.00			
2	Applied price for treatment of <u>ARMY WORMS, SOD N</u>	WEBWORMS, CHINCH BUGS and SPITTLE BUGS.			
	Approved Product	Bifenthrin I/T 7.9, Bifenthrin XTS and Triple Crown			
	Per Acre Price	\$115.00			
3	Applied price for treatment of <u>NEMATODES.</u>				
	Approved Product	Bayer Indemnify, Syngenta Divanem			
	Per Acre Price	\$275.00			
4 Applied price for treatment of NON-SELECTIVE WEED CO		CONTROL for field renovation.			
	Approved Product	Glysophate & Syngenta Fusilade Tank Mixed			
	Per Acre Price	\$45.00			
5 Applied price for treatment of <u>POSTEMERGENCE WEED CONTROL</u> for gr elimination) Goosegrass and Crabgrass:		ED CONTROL for grassy weeds (to exclude rye grass			
	Approved Product	Revolver, Tribute Total, Manuscript			
	Per Acre Price	\$50.85			
6	Applied price for treatment of PREEMERGENCE WEEL that have not been overseeded.	D CONTROL for grassy broadleaf weeds on the fields			
	Approved Product	Bayer Specticle. Must be applied at 4.5 oz. Rate			
	Per Acre Price	\$182.73			
7	Applied price for treatment of PREEMERGENCE WEEL applied prior to overseeding.	CONTROL FOR BROADLEAF AND GRASSY WEEDS to be			
	Approved Product	Barricade 65 WG (.4 oz per acre) & Dimension 2EW (24 oz per acre)			
	Per Acre Price	\$115.25			

ITEM	DESCRIPTION	Professional Pest Management, Inc.			
8	Applied price for treatment of <u>PREEMERGENCE WEED CONTROL FOR GOOSEGRASS CONTROL.</u> *Note-can be used on overseed fields.				
	Approved Product	Bayer Ronstar G (150 lbs. per acre)			
	Per Acre Price	\$307.51			
9	Applied price for treatment of <u>COMB</u>	INATION POSTEMERGENCE WEED CONTROL FOR BROADLEAF WEEDS.			
	Approved Product	Trimec, 3-Way, or Speedzone			
	Per Acre Price	\$75.00			
10	Applied price for treatment of COMB WEEDS.	INATION PRE/POSTEMERGENCE WEED CONTROL FOR BROADLEAF			
	Approved Product	Barricade 65WG (.4 oz per acre) & Dimension 2EW (24 oz per acre) Plus 3-Way, Trimec or Speedzone.			
	Per Acre Price	\$135.00			
11	Applied price for <u>NON SELECTIVE TRE</u>	ATMENT OF WEED CONTROL ON FENCE LINES AND TENNIS COURTS.			
	Approved Product	Glysophate Plus Barricade 65WG (.4 oz per acre) & Dimension 2EW (24 oz per acre)			
	Per Acre Price	\$100.00			
12	Applied price for treatment of POSTEMERGENCE WEED CONTROL FOR SEDGE.				
	Approved Product	Monument, Dismiss, Dismiss NXT, Certainty			
	Per Acre Price	\$178.68			
13	Applied price for treatment of <u>GROW</u>				
	Approved Product	Primo Maxx or PGR 113 (14 oz per acre) Tank Mixed With Iron 12-0-0 (1 gal per acre)			
	Per Acre Price	\$114.00			
14	Applied price for treatment of RYEGR	ASS (OVERSEED) ELIMINATION.			
	Approved Product	Monument, Revolver, Tribute, Dismiss			
	Per Acre Price	\$165.00			
15	Applied price for treatment of PREEM	IERGENCE WEED CONTROL ON CLAY INFIELD AREAS.			
	Approved Product	Specticle Flo (.137 oz per 1000 sq. ft.)			
	777	Specific 110 (.137 62 per 1000 3q. 11.)			

ITEM	DESCRIPTION	Professional Pest Management, Inc.		
16	Applied price for treatment of POSTEMERGENCE OF DOVEWEED.			
	Approved Product			
	Per Acre Price	\$98.00		
17	Applied price for fertilization application using a <u>SLO</u>	W RELEASE POLYMER COASTED FERTILIZER.		
	Approved Product	Howards, Harrells or Andersons Fertilizer. (1 lb. of Nitrogen per acre)		
	Per Acre Price	\$120.00 Escalation \$161.29 - 7/1/2022		
18	Applied price for fertilizer application for <u>GROW IN U</u>	SING A HOMOGENEOUS MIX FERTILIZER.		
	Approved Product	Yara Fertilizer (1 lb. of Nitrogen per acre)		
	Per Acre Price	\$138.64		
19	Applied price for topdressing application of <u>SAND</u> .			
	Approved Product			
	Per Acre Price	\$100.00		
20	Applied price for <u>DEEP TINE AERIFICATION</u> with clean	up using coring tines. 8" minimum depth.		
	Approved Product			
	Per Acre Price	\$500.00		
21	Applied price for <u>VERTICUTTING TURF CANOPY</u> .			
	Approved Product			
	Per Acre Price	\$250.00 ⁻		

Bidders are hereby notified that failure to file a protest within the time prescribed in section 120.57(3) Florida Statutes and Board Policy 6320.02, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Offers received from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby

June Kail	04/18/2019	
Opened By	Date	-
Taneka Forbes	04/18/2019	
Recorded By	Date	



6637 North Monroe St. Tallahassee, FL 32303 (850) 321-0792 FAX (850)765-3147

jimmyppmst@gmail.com

DPODOSAL SURM	IITTED TO:	Proposal Date:			6/28/2023
PROPOSAL SUBMITTED TO:		PROPOSED SERVICE LOCATION: Gadsden County High School			
Gadsen County Sch	nools	Footbal	l Field = 2	2.5	
ATT: Johnny Riley,	Facilities	Basebal	1 Field = 2	2.7	
35 Martin Luther K	ing Jr. Blvd.	Softball	l Field = 1.25		
Quincey, Fl 32351		Practio	e Field =	2	
	Sports Turf	Proposal for 2023-2024			
Season / Month	DESCRIPTION O	OF APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy V	Veed control.	8.45	\$183	\$1,544.07
Insecticide - FA/MC	Insecticide using Topchoice Mole Crickets.		8.45	\$325	\$2,746.25
Postemergence #1	Postemergence herbicide application for sedge control.		8.45	\$179	\$1,512.55
Postemergence #2	Postemergence herbicide application for sedge control.		8.45	\$179	\$1,512.55
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.		8.45	\$183	\$1,544.07
Fertilizer #1	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer#2	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer#3	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer#4	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer#S	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
		3			
Bid Reference	We agree to allow you to piggyback on our bio	d agreement with Leon County Schools			
	Bid #5560-2020 Pest and Weed Control Service	es for Athletic Fields District Wide.			
*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.		т	otal:	\$15,661.74	
	Best Regards,	Jimmy Evans, Pr	esident		
	Yes, We ag	gree to the above proposal.			
Customer S	ignature/Title		Da	te	



6637 North Monroe St. Tallahassee, FL 32303 (850) 321-0792 FAX (850)765-3147

jimmyppmst@gmail.com

PROPOSAL SUBN	AITTED TO:	Proposal Date:			6/27/2023
		PROPOSED SERVICE LOCATION: West Gadsden Middle			
Gadsen County So		Football Field = 2.5			
ATT: Johnny Riley,	, Facilities	Baseba	ll Field = 2	7	
35 Martin Luther	King Jr. Blvd.	Softbal	l Field = 1.	25	
Quincey, Fl 32351		Practi	ce Field =	2	
	Sports Turf	Proposal for 2023-202	4		
Season / Month	DESCRIPTION O	F APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy W	Veed control.	8.45	\$183	\$1,544.07
			1 1		
Insecticide - FA/MC	Insecticide using Topchoice for Mole Crickets	cticide using Topchoice for Mole Crickets.		\$325	\$2,746.25
Postemergence #1	Postemergence herbicide application for sedge control.		8.45	\$179	\$1,512.55
Postemergence #2	Postemergence herbicide application for sedge control.		8.45	\$179	\$1,512.55
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.		8.45	\$183	\$1,544.07
Fertilizer #1	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer #2	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Fertilizer#3	Fertilizer with slow release nitrogen @ 1 lb/N		8.45	\$161	\$1,360.45
Bid Reference	We agree to allow you to piggyback on our bid	d agreement with Leon County Schools	}		
	Bid #5560-2020 Pest and Weed Control Service	es for Athletic Flelds District Wide.	-		
*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.		т	otal:	\$12,940.84	
	Best Regards,	Jimmy Evans, P	resident		
	•	gree to the above proposal.			
Customer S	Signature/Title		Da	ite	



6637 North Monroe St.
Tallahassee, FL 32303
(850) 321-0792
FAX (850)765-3147
jimmyppmst@gmail.com

DDODOCAL CLIDAN	Proposal Date:			6/28/2023	
PROPOSAL SUBMITTED TO:		PROPOSED SERVICE LOCATION: Havana Magnet School			
Gadsen County Scho	ools				
ATT: Johnny Riley, Facilities		Footbal	l Field = 2.5	56	
35 Martin Luther Ki	ng Jr. Blvd.				
Quincey, Fl 32351					
	Sports Turf	Proposal for 2023-2024			
Season / Month	DESCRIPTION O	F APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy We	eed control.	2.56	\$183	\$467.79
			_		
Insecticide - FA/MC	Insecticide using Topchoice for Mole Crickets.		2.56	\$325	\$832.00
Danta #1				4	
Postemergence #1	Postemergence herbicide application for sedge	control.	2.56	\$179	\$458.24
Doctomorgoneo #2	Postemergence herbicide application for sedge	control	2 56	¢170	¢4E9 24
Postemergence #2	Posternergence herbicide application for sedge	control.	2.56	\$179	\$458.24
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy We	eed control.	2.56	\$183	\$467.79
•			1		·
			1		
			_		
			4		
			-		
			4		
			-		
			-		
Bid Reference	We agree to allow you to piggyback on our bid	agreement with Leon County Schools	1		
	Bid #5560-2020 Pest and Weed Control Service		1		
			1		
*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.		T	otal:	\$2,684.06	
	Best Regards,	Jimmy Evans, Pre	esident		
Yes, We agree to th	ne above proposal.				Customer
Signa	ture/Title		_Date		
·		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	·	·

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM N	3. <u>8c</u>
DATE OF SCHOOL	L BOARD MEETING: August 22, 2023
TITLE OF AGEND	A ITEM: Purchase Order Request for Osceola Supply for custodial
supplies	
DIVISION: Facilit	ies
This is a CO	NTINUATION of a current project, grant, etc.
PURPOSE AND SU	MMARY OF ITEM: This request is for School Board approval of a
purchase order to be	issued to Osceola Supply in the amount of \$150,000.00. This would be for
the purchase of custo	odial supplies. These supplies are available from Osceola Supply through a
solicitation awarded	from The Interlocal Purchasing System (TIPS) (Agreement from RFP
#230103) to Afflink	LLC. Osceola Supply is an authorized reseller of Afflink, LLC. Attached
is a copy of vendor a	greement between Afflink, LLC and TIPS.
FUND SOURCE:	ESSER 2
AMOUNT:	\$150,000.00
PREPARED BY:	Brenton Hudson BEH
POSITION:	Director of Facilities
INTERN	NAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
NA_ Number of O	ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT	T'S SIGNATURE: page(s) numbered <u>NA</u>
CHAIRMAN'S SIGN	NATURE: page(s) numbered NA
REVIEWED BY:	- SAL
	· y

TIPS VENDOR AGREEMENT

TIPS RFP 230103 Janitorial and Sanitation Supplies and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

AFFLINK, LLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

- 1. Purpose. The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
- 2. Authority. The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
- 3. Definitions.
 - a. TIPS Pricing: The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
- 4. Entire Agreement. This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
- 5. Vendor's Specific Warranties, Terms, and License Agreements. Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

TIPS Vendor Agreement Page 1

468

- 6. Vendor Identity and Contact Information. It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements. The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal. Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAO's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees. The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

TIPS Vendor Agreement Page 2

YBB

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. Term of the Agreement. This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date,"

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing. Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference. Vendor confirms that it will not utilize its cost-plus markup pricing on TIPS Sales paid for with federal funding to ensure federal fund compliance.
- 14. Indemnification of TIPS. VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

TIPS Vendor Agreement Page 3

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk Vendor Data. Vendor Agrees that It is voluntarily providing data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposals, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's Contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation, including without limitation software and source code utilized by Vendor, submitted to TIPS by Vendor and its agents) ("Vendor Data") to TIPS. For the sake of clarity, and without limiting the breadth of the indemnity obligations in Section 13 above, Vendor agrees to protect, indemnify, and hold the TIPS indemnitees harmless from and against any and all losses, claims, actions, demands, allegations, suits, judgments, costs, expenses, fees, including court costs, attorney's fees, and expert fees and all other liability of any nature whatsoever arising out of or relating to: (i) Any unauthorized, negligent or wrongful use of, or cyber data breach incident and viruses or other corrupting agents involving, Vendor's Data, pricing, and information, computers, or other hardware or software systems, and; (ii) allegations or claims that any Vendor Data infringes on the intellectual property rights of a third-party or Vendor.
- 16. Procedures Related to Indemnification. In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and if it has accepted its indemnity obligation without qualification control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements. Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data. Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

TIPS Vendor Agreement Page

JUS

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) <u>Termination for Convenience.</u> TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ('Notice of Default'). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

TIPS Vendor Agreement Page :

408

- discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.
- 23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

TIPS Vendor Agreement Page (

408

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. Insurance Requirements. Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs

in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar

policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

32. Waiver. No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

- 33. Binding Agreement. This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings. The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submit to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties. Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales. All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

TIPS Vendor Agreement Page 7

Page 254 of 576

- 39. Minimum Customer Support Requirements for TIPS Sales. Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales. Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements. Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.
- 42. Minimum Vendor Legal Requirements. Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales. TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing. Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

TIPS Vendor Agreement Page 8



music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendoragrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members. Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales. No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales. Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales. Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales. Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS Vendor Agreement Page 9

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 230103 Janitorial and Sanitation Services

Vendor Name: AFFLINK, LLC	
Vendor Address: 1400 AFFLINK Place	be
City: Tuscaloosa	State: AL Zip Code: 35406
Vendor Authorized Signatory Name: Todd B.	Gatzulis
Vendor Authorized Signatory Title: Senior Vice	e President - Business Development
Vendor Authorized Signatory Phone: (205) 34	4-4166
Vendor Authorized Signatory Email: tgatzulis	@afflink.com
Vendor Authorized Signature:	
est.	r TIPS completion only)
TIPS Authorized Signatory Name: Dr. David	
TIPS Authorized Signatory Title: Executive	
TIPS Authorized Signature:	Date: 3/23/2023

Page 1

TIPS Vendor Agreement Signature Form



230103 AFFLINK, LLC Supplier Response

Event Information

Number:

230103

Title:

Janitorial and Sanitation Supplies and Services

Type:

Request for Proposal

Issue Date: 1/5/2023

Deadline:

2/17/2023 03:00 PM (CT)

Notes:

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services

offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200106 JANITORIAL AND SANITATION SUPPLIES AND SERVICES ("200106"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR JANITORIAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200106.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200106 WHICH COVERS ALL OF YOUR JANITORIAL OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North

Pittsburg, TX 75686 +1 (866) 839-8477

Phone: +1 (866) 839-8477 Email: bids@tips-usa.com

AFFLINK, LLC Information

Contact:

Aaron Wright

Address:

1400 AFFLINK Place

Tuscaloosa, AL 35406

Phone:

(205) 345-4180 x4235

Fax:

(603) 297-0345

Email:

awright@afflink.com

Web Address: www.afflink.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Aaron Wright

awright@afflink.com

Signature

Email

Submitted at 2/15/2023 08:48:57 AM (CT)

Supplier Note

Thank you for the opportunity to submit a response to the TIPS RFP. We look forward to continuing to grow this program for TIPS and the TIPS Members. If there are any questions on our submission, please do not hesitate to reach out. Thank you, AFFLINK

Requested Attachments

Pricing Form 1

230103 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230103 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the lonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230103 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the lonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230103 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the lonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230103 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230103 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Page 3 of 34 pages Vendor: AFFLINK, LLC 230103

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the lonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 AFFLINK W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

AFFLINK Marketing Portfolio TIPS 230130.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Afflink 4C.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	Disadvantaged/Minority/Women B	usiness & Federal HUBZone
---	--------------------------------	---------------------------

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2	Historically	Underutilized	Business	(HUB))
---	--------------	----------------------	-----------------	-------	---

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

AFFLINK a leading sales and marketing organization - connecting more than 750 Servicing Distributors and 300 Preferred Suppliers of Facility Maintenance, Packaging, Foodservice, Healthcare, Safety, Industrial, and Office products to thousands of customers, everyday. By truly understanding its customers' businesses from the top down, AFFLINK, and its network of distributors, are able to reduce acquisition and possession costs, provide continuous improvement practices, and achieve synergies and economies of scale. AFFLINK has been a difference maker in the supply chain for more than 40 years, ensuring that its customers get a partner that positively impacts their company image, operations and, most importantly, their bottom line.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Shalandria White

7 Primary Contact Title

Primary Contact Title

Director of Operations

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

swhite@afflink.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444104

1 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9546978090

Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Teresa Alston

Secondary Contact Title

Secondary Contact Title

Strategic Account Coordinator

1 | Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

talston@afflink.com

1 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2053444224

Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444325

1 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

1 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Shalandria White

9

1 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

swhite@afflink.com

2 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2053444104

Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Teresa Alston

2 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

talston@afflink.com

2 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

-18002225521

2 Company Website

Company Website (Format - www.company.com)

www.afflink.com

2 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

63-1201794

Page 7 of 34 pages Vendor: AFFLINK, LLC 230103

26	Primary Address Primary Address [1400 AFFLINK Place]
27	Primary Address City Primary Address City Tuscaloosa]
28	Primary Address State Primary Address State (2 Digit Abbreviation) Alabama]
2 9	Primary Address Zip Primary Address Zip 35406]
3 0	Search Words Identifying Vendor Please list all search words and phrases to be included in the TIPS database related to your entity. <i>Do not</i> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. 1-Ply Tissue, 2-Ply Tissue, Air Freshener, All Purpose Cleaner, Bath Tissue, Bathroom Tissue, Bowl Clip, Buffing Pad, Burnish Pad, Can Liner, Carpet Cleaner, Center-Pull Towel, C-Fold Towel, C-Pull, Degreaser, Deodorant Block, Deodorizer, Disinfectant Cleaner, Disinfectant Spray, Dolly, Dust Mop, Dust Mop Frame, Dust Mop Handle, Dust Mop Treatment, Facial Tissue, Floor Cleaner, Floor Finish, Floor Pad, Floor Restorer, Floor Sign, Floor Stripper, Foam Handwash, Foam Soap, Furniture Polish, Glass Cleaner, Hand Roll Towel, Hand Sanitizer, Hand Soap, Hard Roll Towel, Hardwound Roll Towel, Household Roll Towel, Janitor Cart, Kitchen Roll Towels, Kitchen Towel, Liner, Lotion Skin Cleanser, M Towel, Metered Aerosol, M-Fold, Mop Bucket, Mop Bucket & Wringer, Mop Handle, Mop Head, Multifold Towel, Multi-Fold Towel, Recycling Box, Recycling Container, Restroom Cleaner, Roll Towel, Sanitary Napkins, Scour Pad, Seat Covers, Service Cart, Single fold Towel, Skin Cleanser, Soap Dispenser, Stainless Steel, Standard Roll Bath Tissue, Stripping Pad, Tampons, Task Wipers, Tissue Jumbo, Trash Bag, Trash Container, Urinal Block, Urinal Mat, Urinal Screen, Utility Cart, Waste Receptacle, Wastebasket, Waterless Cleaning Wipes, Waxed Liner, Wet Mop, Wet Mop Handle, Windshield Wiper, Wiper, Kimberly-Clark, SCA Tissue, Tork, Rubbermaid, AFFEX, Georgia-Pacific, Go-Jo, Hospeco, Heritage, Purell, Kleenex, Scott, Envision	
3 1	Certification of Vendor Residency (Required by the State of Texas) Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.	
3 2	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? Tuscaloosa	
_		_

3	Vendor's Principal Place of Business (State)
3	In what state is Vendor's principal place of business located?
34	AL

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

<u>Please read thoroughly and carefully as an error on your response can render your contract award unusable.</u>

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

3	Honoring Vendor's Minimum Percentage Discount
	Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.
	Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?
	Yes
3	Volume and Additional Discounts In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?
	Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation. [Yes]
3	"Catalog Pricing" and Pricing Requirements
,	This is a requirement of the TIPS Contract and is non-negotiable.
	In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:
	"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:
	A. is regularly maintained by the manufacturer or Vendor of an item; and
	B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
	C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.
	If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.
	YES

4

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

4

TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

- (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;
- (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf:

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law:
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 | Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and *if Vendor enters into a construction contract with a Texas TIPS Member* under this procurement, Vendor certifies compliance.

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

Page 13 of 34 pages Vendor: AFFLINK, LLC 230103

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

✓ Yes, I certify (Yes)

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

5 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

✓ Yes, Vendor agrees (Yes)

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When	applica	able, d	oes V	'endor	certify?
------	---------	---------	-------	--------	----------

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

- 1. Name of Felon(s)
- 2. The Felon(s) title/role in Vendor's entity, and
- 3. Details of Felon(s) Conviction(s).

No response

6 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

6 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

6 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 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," "participants," "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 form 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 form that it will include this 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 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.

Page 21 of 34 pages Vendor: AFFLINK, LLC 230103

pension of Debament Certification
the instructions in the attribute above and then answer the following accurately.
dor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, ared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or icy.
s Vendor certify?
t d

6 Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Yes

6 Suspension or Deharment Certification

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

<u>OR</u>

None

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certif	y?
---------------------------------	----

Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

Page 23 of 34 pages Vendor: AFFLINK, LLC 230103

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does	Vendor	agree?
	V CITACI	ugi cc.

l Yes		
103		

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

Page 24 of 34 pages Vendor: AFFLINK, LLC 230103

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) Accepting such funds often requires additional required certifications and responsibilities for Vendor. The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

7 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

		_
V/		
YAS		
1 63		

Ŏ

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vend	or certify	compliance?

	_
Yes	

2 CFR Part 200	or Federal Provision -	Procurement of	of Recovered Materials
Z CFR Part ZUU	or rederal Provision -	Procurement of	oi Recovered Materiai

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes		
-----	--	--

3

2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes

Page 29 of 34 pages Vendor: AFFLINK, LLC 230103

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

8

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

9

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

Page 31 of 34 pages Vendor: AFFLINK, LLC 230103

9 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

- (1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- (5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify?
	Yes
94	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify?
	Yes
95	2 CFR Part 200 or Federal Provision - Record Retention Requirements For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.
S. A.	Does Vendor certify? Yes
9	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
1	Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?
Bret.	If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

Page 33 of 34 pages Vendor: AFFLINK, LLC 230103

Yes

9 2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does	Vendor	certify?
------	--------	----------

Yes

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

Page 34 of 34 pages Vendor: AFFLINK, LLC 230103

TIPS 230103 Janitorial and	
Sanitation Supplies and	AFFLINK, LLC
Services	

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Na	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111-2222
Henderson County Public Schools	Joni Huchzermeier	jdhuchzermeier@hcpsnc.org	828-697-4733 ext 2232
Florida State Hospital	Kathy Thomason	KATHY.THOMASON@MYFLFAMILIES.COM	850-663-1086
National Service Alliance	Michael Conrad	michael@nansa.org	704-604-0449
Ann Arbor Public Schools	Amber Strong	stronga@a2schools.org	734-646-0812

TIPS CONTRACT 230103

REQUIRED CONFIDENTIALITY CLAIM FORM

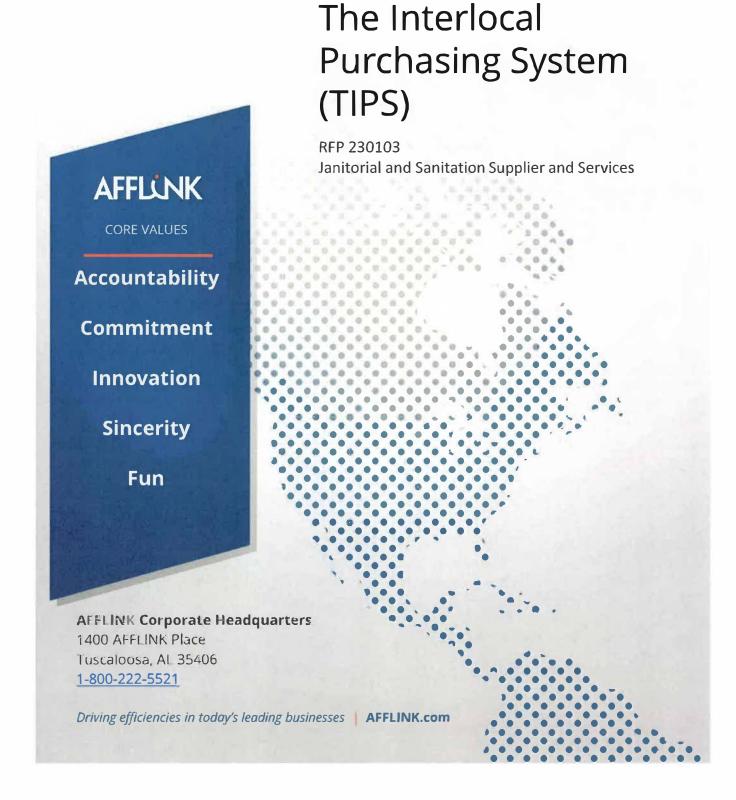
(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

ΔFFLINK LLC	LOWING VENDOR INFORMATION)		
Vendor Entity Name: AFFLINK, LLC			
Vendor Authorized Signatory Name: Todd B. Gatzul is			
Vendor Authorized Signatory Title: Senior Vice Preside	nt - Business Development		
Vendor Authorized Signatory Email: tgatzulis@afflink.co	om		
Vendor Address: 1400 AFFLINK Place			
City: Tuscaloosa	State: AL Zip Code: 35406		
Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information. Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.			
Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute <i>Option 1 only</i> below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.			
(VENDOR MUST COMPLETE ONE OF THE TWO C	PTIONS AND UPLOAD IN THE EBID SYSTEM)		
OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS	OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS		
(Confirm each bullet point and sign below)	(Confirm each bullet point and sign below)		
Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.	By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation		
 Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below. 	to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use		
 Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System. 	or distribution of Vendor Data by TIPS or TIPS Members. • Vendor's authorized signatory has signed below and shall		
 Vendor agrees that TIPS shall not be liable for any release of confidential information required by law. 	upload this document in the proper location in the eBid System.		
Number of pages attached deemed confidential: 12	 Vendor agrees that TIPS shall not be liable for any release of confidential information required by law. 		
Authorized Signature:	Authorized Signature:		

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.





AFFLINK has been a global leader in supply chain management for nearly 40 years. Founded as Affiliated Paper Company in 1977, AFFLINK's vision of preeminence over the years has allowed it to do one thing better than anyone else in the industry – and that is to provide innovative process and procurement solutions that drive efficiencies in today's leading businesses.

Connecting more than 200 manufacturers of Facility Maintenance, Packaging, Safety, Office and Industrial Supply solutions with nearly 500 independent distribution experts, AFFLINK is just as its name suggests - that critical link offering clients innovative products, market expertise and improved profitability, all of which is fueled by our leading-edge information technology.

Understanding our clients from the top down, AFFLINK takes a consultative approach to solving client needs. Our marketplace experts have been trained to ask the right questions that uncover opportunities and identify cost savings that go beyond product and price. With AFFLINK, our clients get the best of both worlds - The speed and efficiencies of online ordering, single-source invoicing and one point of contact, but through the combined knowledge and power of our marketplace consultants, we also offer the intimacy, flexibility and responsibility of local distribution on a national scale. Simply put, we are the catalyst to improved profitability.

An operating company of Performance Food Group (NYSE: PFGC) since 1998, AFFLINK is unique in the fact that we have access to the generous capital and ample resources of a Fortune 500 company at our disposal. Finding synergies across the enterprise, AFFLINK leverages our affiliation with PFG and its sister companies to drive efficiencies and increase profitability for every client we serve.

Enclosed for your review is information about AFFLINK to augment the information provided in the RFP response as well as to provide additional details on the value that AFFLINK can bring.

TIPS Goods and Services - Responses Sales Structure **Member Locations**

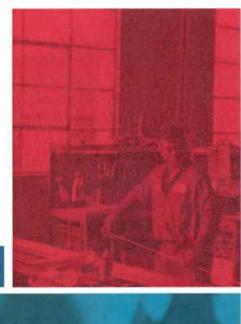












TIPS Goods and Services

















Product Requirements:

Provide a detailed written response illustrating how the products offered will meet the Product

AFFLINK has quoted a product list to support the daily maintenance and operation function of most TIPS participating member entities. This listing is not inclusive of all products AFFLINK distributors can offer the local TIPS Participating member entities.

Dilution Control Degreaser, Disinfectant, Glass Cleaner

Suppliers Included: AFFEX by Misco

Green Products Included within the following categories – Towel/Tissue, Floor Pads, Hand

Soap, Seat Covers

Suppliers Included: AFFEX, Georgia-Pacific, Essity, Kimberly-Clark, Go-Jo,

Hospeco

Roll Towels, Folded Towels, Toilet Tissue, Wipers **Industrial Paper**

Suppliers Included: AFFEX, Essity, Georgia-Pacific, Kimberly-Clark and Dispensers

Private Label Can Liners, Disinfectant & Deodorant Sprays, Restroom Cleaners, Skin Care,

Floor Care, Hand and Floor Pads, Towel and Toilet Tissue

Suppliers Included: AFFEX

Hard Floor Care Floor Finish, Floor Stripper, Floor Cleaner & Revitalizer, Neural Cleaner,

Brooms; Wet Mop, Dust Mops, Squeegees, Dust Pans, Brooms

Suppliers: AFFEX, AFFEX by O'Dell, AFFEX by Impact

Extraction Cleaner, Stain Remover, Carpet Rinse **Capet Care**

Suppliers Included: AFFEX by Misco

Restroom Care Automatic Deodorant and Dispensers, Hand Cleaners and Dispensers,

Feminine Products and Dispensers, Disinfectant Spray, Bowl Cleaners,

All Purpose Cleaner, Hand Sanitizers

Suppliers Included: AFFEX, Go-Jo, Kimberly-Clark, Hospeco,

Waste Receptacles Can liners, both low-density and high density; Trash Receptacles

Suppliers Included: AFFEX by Berry, AFFEX by Impact

Machines and Wet Dry Vac, Bac-Pack Vac, Upright Vac, Scrubbers

Accessories Supplies Included: ProTeam, Diversey

Institutional & Industrial Laundry and Kitchen

Dish Detergent, Laundry Soap

Suppliers Included: Misco, Arm & Hammer

Industrial Tools & Supplies

Brushes, Janitor Cart, Spray Bottles, Maid Caddies, Spray Bottles, Gloves Suppliers Included: AFFEX by Handgards, AFFLINK by Impact, AFFEX by O'Dell











AFFLINK Corporate Headquarters 1400 AFFLINK Place, Tuscaloosa, AL 35406 1-800-222-5521

Services:

Repair Services: The ability to provide repair services of janitorial equipment through authorized manufacturer's facilities or other avenues.

AFFLINK's members, where capable, will offer custodial machine repairs to TIPS members with pricing locally negotiated and not exceeding the lowest fees locally charged for like kind work.

Consulting Services: Examples include inventory solutions, emergency preparedness programs, sustainability program, e-commerce and safety services.

At AFFLINK, our vision and core values guide our daily decisions and create a solid foundation for a higher standard of engagement with our customers. Knowing who we are and what we stand for as a company also allows us to continue innovating in today's marketplace. By adhering to our defined culture and values, both individually, and collectively, we can continue to drive our brand promise out in the market.

Our is vision is to be the preeminent provider of business solutions, delivering quantifiable results, so that connectivity with AFFLINK is essential to the long-term success of its stakeholders as referenced below.

National Reach, Local Expertise: Approximately 2,000 Distributor Sales Professionals provide local service and market expertise for clients around the country. At AFFLINK, not only do we know your business, we know your communities.

The ELEVATE™ Process: Fueled by our leading-edge technology, ELEVATE is AFFLINK's go-tomarket strategy that delivers quantifiable solutions for total cost savings — expanding the conversation from product and price, to include cost saving strategies that can be uncovered throughout the indirect supply chain. Reviewing the safety procedures is part of the EVELATE **Supply Chain Analysis**

AFFLINK Member Training: At AFFLINK, training is not an event-based practice – it is woven into the very DNA of our organization. In 2008 we developed AFFLINK Academy™ to continuously develop a comprehensive curriculum that encompasses a myriad of sales and operational trainings to help our Members better run their businesses. Today, this industry-leading program boasts more than 9 different onsite courses and multiple webinar topics covering pertinent sales and business issues











Services

Training & Education: The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.

Through partnerships with our extensive Manufacturer base, we are able to offer product and sales training to helping our clients maintain their facilities to the highest standards of cleanliness and safety with facilitates for both hands-on and classroom style training. Offering superior product and staff training in the correct procedures for professional cleaning and cost savings.

The local AFFLINK distributor know the market and Industry factors and regulations and can map solutions to challenges that TIPS participating members.

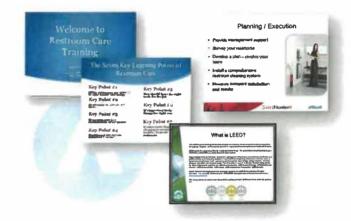
Topics for training include:

ADA Guidelines

Facility Maintenance: Can Liners

Floor Care: Best Practices and Process Floor Care: Hard Floor Care & Equipment

Cleaning 101 Hand Hygiene Healthy Buildings Sustainable Solutions Restroom Hygiene Safety and OSHA Compliance



Every account we service is unique in their needs and we customize our roll out to meet these needs. In the past we have utilized WebEx meetings, Conference calls, Site visits, and marketing material based on the best way to ensure the same message and training is provided to all parties.

Other Services/Programs: Other value-add services not included in above categories, such as installation of chemical and paper product dispensing units.

The AFFLINK Servicing Distributor may provide installation at no charge on a case by case basis. However, AFFLINK has established partnerships with third-party companies that will install dispensers for a nominal fee per dispenser if the need arises.







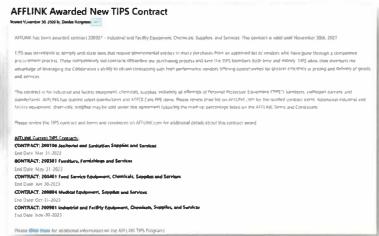




AFFLINK Corporate Headquarters 1400 AFFLINK Place, Tuscalposa, AL 35406 1-800-222-5521

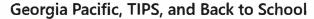
AFFLINK Marketing to support education & market growth











Posted September 14, 2021 by Gretchen Friedrich

For all of our Members who are currently, or would like to sell into the education segment, TIPS is your key to fast tracking the purchasing production. AFFLINK's TIPS contract to sell directly to public schools, avoiding the normal bid process.

Georgia Pacific has both Dixie and GP Pro products on contract pricing through TIPS. Click the links below to learn topline insights from GP, an they offer Members who service public education.

GPIS TOPLINE EDUCATION TRENDS REPORT

DIXIE PRODUCTS OFFERED ON TIPS CONTRACT

GP PRO PRODUCTS OFFERED ON TIPS CONTRACT

Contact Aaron Wright at awright@afflink,com for more information about T3PS.







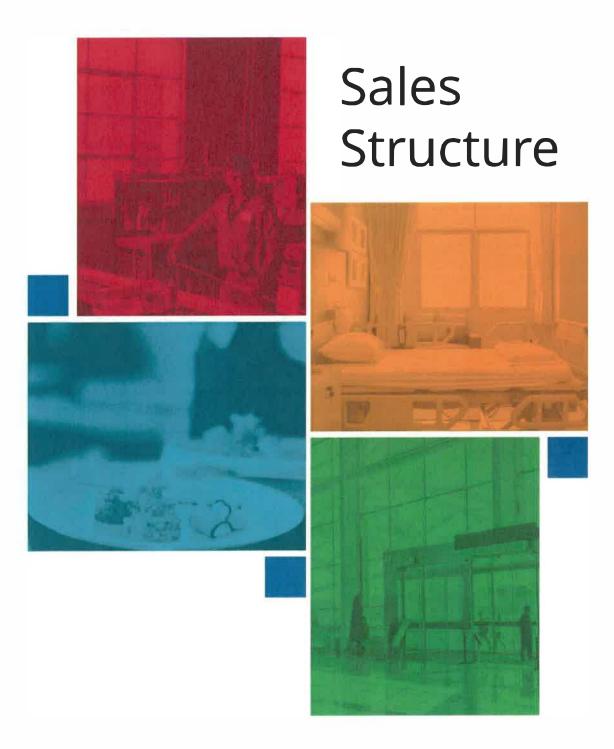






Driving efficiencies in today's leading businesses | AFFLINK.com

AFFLINK Corporate Headquarters 1400 AFFLINK Place, Tuscaloosa, AL 35406 1-800-222-5521













AFFLINK Corporate Headquarters 1400 AFFLINK Place, Tuscaloosa, AL 35406 1-800-222-5521

AFFLINK TIPS Team

Role	Title	Responsibly
Sales	Vice President - Sales	Execute legal agreement and oversee the general status of the program and sales effort.
		Main sales contact for Customer Corporate Team. Responsible to establish the corporate relationship. They will develop and execute against sales plan and coordinate sales team effort. Will work closely with each AFFLINK Regional Manager and Member
Sales	Account/Pricing Manger	to drive compliance, training, and innovation for the client
	1 1 1 1 1 1 1 1 1	Work directly with the local AFFLINK distributors within their region to ensure terms of contract are followed and to assist
Sales	Regional Managers	with all aspects of servicing the customer
	Local Sales	Each customer location will have a local assigned AFFLINK
Sales	Representative	Distributor sales rep assigned.
Customer Care	Strategic Account Coordinator	Leads the day-to-day operations of the account and will be 1st point of contact for any escalated issue resolution and will assist outside sales team on sales effort
Customer Care	Customer Care Team	Responsible for order-related issues and questions. This person serves as the liaison between each client location and the servicing Distributor Customer Service Department.
Customer Care	Billing	Processes invoices and credits for billing to customer as well as Invoice issue resolution and follow-up on past due invoices
Customer	Customer Care	Oversight of customer care team insuring top rated customer
Care	Supervisor	care and adherence to the program's expectations.
		Marketing contact for Client. Will execute the marketing plan
Marketing	Marketing Manager	for agreement.













AFFLINK Membership Map



AFFLINK is aligned with more than 500 best-in-class, independently owned Servicing Distributors spanning North America and beyond. Because they are located within the markets they serve, these Distributors offer local service and expertise that can't be duplicated. Customers benefit from the individual strength of these industry leading distributors who are backed by the collective power of the AFFLINK organization.

AFFLINK has forged alliances with approximately 200 industry leading manufacturers of Facility Maintenance, Packaging, Foodservice, Healthcare, Safety, Office and Industrial products. By leveraging the collective spend of its Servicing Distributors with these manufacturers, AFFLINK provides competitive pricing across all product categories.











AFFLINK Corporate Headquarters 1400 AFFLINK Place, Tuscaloosa, AL 35406 1-800-222-5521

TIPS Reseller Purchase Order Process

- 1. Before proceeding with a TIPS Reseller purchase, confirm that the desired Reseller is listed as an **Authorized Reseller** under the "RESELLER" tab of TIPS Vendor's profile on TIPS website.
- 2. The TIPS Member must request a TIPS Quote from the Reseller which includes: (1) the TIPS Contract Number; (2) the Awarded TIPS Vendor's name; (3) the Reseller's name; and (4) the Pricing specified under the awarded TIPS Contract.
- 3. If the Member decides to proceed with the purchase, the Member should identify whether the Vendor is an "Automated Vendor" by checking the list of "Automated Vendors" located online at www.tips-usa.com/automatedvendors.cfm. If so, please send the PO and TIPS Quote directly to the Automated Vendor to complete the TIPS purchase. The Automated Vendor is responsible for forwarding PO to their authorized Reseller if necessary.
- 4. If the Vendor is not an "Automated Vendor", and Member desires to issue the purchase through TIPS, the Member should submit their PO (payable to either Vendor or Reseller) and the TIPS Reseller Quote, both referencing the TIPS Contract Number, merged into one PDF (1) document to tipspo@tips-usa.com. Note: Sending both documents merged into one PDF attachment expedites the process.
- 5. PO will be verified for contract compliance and forwarded to the **TIPS Awarded Vendor**. The **Vendor is responsible for forwarding PO to their authorized Reseller** if necessary.
- 6. If the Member elects to send a PO directly to Reseller, the Reseller must forward the TIPS Member PO, Reseller Quote and completed "Reseller Form for TIPS Sale" to tipspo@tips-usa.com. Documents must be sent within 30 days of the PO issue date. A copy of the Member's PO and Reseller's quote will be forwarded to TIPS Awarded Vendor.

Important Things to Note:

- 1. Please note that emails sent to <u>tipspo@tips-usa.com</u> are not seen by the Vendor/Reseller so all vendor instructions must be included on the PO.
- 2. Admin Fees are based on the amount invoiced and paid by the TIPS Member. Vendor administrative fees are paid for products or services only. Fees are not assessed for shipping, bond cost, or any taxes that may be applicable.



Need Assistance? 866-839-8477

KAW220328

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM N	O8d			
DATE OF SCHOO	DATE OF SCHOOL BOARD MEETING: August 22, 2023			
TITLE OF AGEND	A ITEM: Purchase Order Request for Johnson Controls Fire Protection LP			
for district wide fire	alarm system services			
DIVISION: _ Facili	ies			
This is a CO	NTINUATION of a current project, grant, etc.			
PURPOSE AND SU	MMARY OF ITEM: The Gadsden County School District is required to			
have annual regulato	ry compliance testing and documentation for fire alarm systems. The fire			
alarm systems also	require continued service and maintenance. These services are available			
from Johnson Contr	ols Fire Protection LP through a solicitation awarded from Sourcewell			
(Contract #030421-Jl	HN). This request is for School Board approval of two purchase orders: (1)			
a purchase order i	n the amount of \$45,000.00 for the annual compliance testing and			
documentation and	(2) a purchase order in the amount of \$75,000.00 for service and			
maintenance. Attach	ned is a copy of Sourcewell Request for Proposal #030421 and the related			
contract.				
FUND SOURCE:	Annual Compliance Testing/Documentation – 1100E 8100 3900 9020 99999 - \$45,000.00			
	Service and Maintenance – 1100E 8100 3500 9020 09990 - \$75,000.00			
PREPARED BY:	Brenton Hudson BEN			
POSITION:	Director of Facilities			

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER	
NA_ Number of ORIGINAL SIGNATURES NEEDED by preparer.	
SUPERINTENDENT'S SIGNATURE: page(s) numbered NA	
CHAIRMAN'S SIGNATURE: page(s) numberedNA	
REVIEWED BY:	



RFP #030421 REQUEST FOR PROPOSALS for

Facility Security Systems, Equipment, and Software with Related Services

Proposal Due Date: March 4, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Facility Security Systems, Equipment, and Software with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:

January 14, 2021

Pre-proposal Conference:

February 9, 10:00 a.m., Central Time

Question Submission Deadline:

February 25, 4:30 p.m., Central Time

Proposal Due Date:

March 4, 2021, 4:30 p.m., Central Time

Late responses will not be considered.

Opening:

March 4, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Rev. 2/2020

Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

Page 1

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. <u>SOURCEWELL</u>

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal
 organizations, school boards, and publicly-funded academic, health, and social service
 entities referred to as MASH sector (this should be construed to include but not be
 limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as
 well as any corporation or entity owned or controlled by one or more of the preceding
 entities;

Rev. 2/2020

Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented
 Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan
 Urban Municipalities Association (SUMA), Association of Manitoba Municipalities
 (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador
 (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince
 Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

- 1. Sourcewell is seeking proposals for Facility Security Systems, Equipment, and Software with Related Services, including, but not to be limited to:
 - a. Alarm, alert, and signal systems;

Rev. 2/2020 Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

- b. Building security automation and integration, lighting control, and occupancy detection solutions;
- c. Fire detection, sprinkler and suppression systems;
- d. Intrusion and breach prevention and detection solutions;
- e. Glass and window security, armor, and ballistic applications and solutions;
- f. Closed circuit television (CCTV), surveillance, and recording solutions;
- g. Facility and parking access control solutions;
- h. Artificial Intelligence (AI) and robotic surveillance solutions;
- i. Facial recognition and thermal screening solutions; and,
- j. Training, consultative, monitoring, and administrative or technical support services, and supplies related to a proposer's offering of the solutions identified in Section 1. a. i. above.
- 2. The primary focus of this solicitation is on Facility Security Systems, Equipment, and Software with Related Services. This solicitation should NOT be construed to include:
 - a. Body-worn or vehicle-mounted cameras; and,
 - b. Security personnel services
- 3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Rev. 2/2020

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products.</u> Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational.</u> Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty.</u> All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$45 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

Rev. 2/2020 Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

Page 5

G. ADDITIONAL CONSIDERATIONS

- 1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

- 1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. Line-item Pricing is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S. and Canadian dollars (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Rev. 2/2020 Sourcewell RFP #030421 Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

- 1. Clearly identify the affected article and section, and
- 2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

Rev. 2/2020 Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

Rev. 2/2020

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.

Rev. 2/2020

Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist
 Participating Entities achieve environmental and social requirements, preferences, and
 goals. Information submitted as part of a proposal should be as specific as possible
 when responding to the RFP. Do not assume Sourcewell's knowledge about a specific
 vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Rev. 2/2020 Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved:
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

Modify or cancel this RFP at any time;

Rev. 2/2020 Sourcewell RFP #030421

Facility Security Systems, Equipment, and Software with Related Services

Page 11

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



1/19/2021

Addendum No. 1

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are metal detectors a part of this solicitation? If so, what are the requirements?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



1/28/2021

Addendum No. 2

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are reaching out to confirm interest in attending the pre-proposal conference scheduled for February 9th. May we please request further information as to how to attend?

Answer 1:

Login instructions will be posted to the "Documents" section of the RFP's "Bid Details" page on the Sourcewell Procurement Portal and available to registered suppliers two business days prior to the web conference. A notification email will also be sent to registered suppliers when the instructions are posted.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 1/28/2021, is required at the time of proposal submittal.



2/2/2021

Addendum No. 3

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to RFP Section V. E. - General Proposal Requirements, please clarify what it means to have a "Complete" Proposal. There is no reference to a proposal structure throughout the RFP document. Will Sourcewell offer instructions to bidders outlining what needs to be followed in order to meet your RFP requirements?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section. After selecting "Start Submission" from the Bid Details page, a proposer will navigate to Step 1 to begin the submission.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/2/2021, is required at the time of proposal submittal.



2/4/2021

Addendum No. 4

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of a typographical error, two incomplete dates were included in the RFP Solicitation Schedule at the time of publication. The following updated Solicitation Schedule is revised to insert the missing information, to read as indicated:

Solicitation Schedule

Public Notice of RFP Published: January 14, 2021

Pre-proposal Conference: February 9, 2021, 10:00 a.m., Central Time

Question Submission Deadline: February 25, 2021, 4:30 p.m., Central Time

Proposal Due Date: March 4, 2021, 4:30 p.m., Central Time

Late responses will not be considered.

Opening: March 4, 2021, 6:30 p.m., Central Time **

The remainder of all other RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/4/2021, is required at the time of proposal submittal.



2/10/2021

Addendum No. 5

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will regional service providers be considered for award?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/10/2021, is required at the time of proposal submittal.



2/18/2021

Addendum No. 6

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Buy American Act (BAA) is referenced, which applies to all U.S. federal government agency purchases of goods. Therefore, any BAA requirement would only be applicable to those orders for state or other agencies using Federal funding. Please elaborate on how BAA would be applicable to resultant purchase orders.

Answer 1:

Refer to Sourcewell contract template Section 21. – Provisions for Non-United States Federal Entity Procurement Under United States Federal Awards or Other Awards, which states, "... The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds."

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

RE: Table 5 - Please define "Size of Transactions"

Answer 2:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and satisfy all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/18/2021, is required at the time of proposal submittal.



2/24/2021

Addendum No. 7

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If we choose to only propose one or two categories from the category list provided in Table 14B of the online submission, would we be considered for award?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

Is there a CLIN pricing document that needs to be downloaded, or do we submit pricing via the portal by category?

Answer 2:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Section III. A. – Pricing.

Question 3:

Will Sourcewell consider a one-week extension to the RFP deadline?

Answer 3:

An extension to the proposal due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/24/2021, is required at the time of proposal submittal.



2/25/2021

Addendum No. 8

Solicitation Number: RFP 030421

Solicitation Name: Facility Security Systems, Equipment, and Software with Related

Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We have numerous locations across the United States which are individually owned. Can we submit a proposal with standardized pricing as one entity?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract."

Question 2:

For the annual sales volume for contracts over the past three years, are you looking for the total three-year average annual volume or are you looking for the annual volume for three individual years?

Answer 2:

It is left to the discretion of each proposer to determine and articulate the response that best represents their current or previous contract volumes. Individual proposals are evaluated based on the criteria stated in the RFP.

Question 3:

How will pricing be evaluated and comparatively scored?

Answer 3:

All proposals are evaluated based on the criteria stated in the RFP. Proposals are not comparatively scored against any other proposals. Additional guidance can be found in the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal.

Question 4:

Will pricing discount levels or unit prices be scored? If so, how will pricing be compared between two manufacturers within the same category? How will this impact the proposer's score in this category?

Answer 4:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. See also, Answer 3 above.

Question 5:

What are the quantifiable criteria to be evaluated for "Depth and Breadth of Offered Equipment, Products, or Services"?

Answer 5:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "Sourcewell desires the broadest possible selection of equipment, products, and services..."

Additional guidance can be found in the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal.

Question 6:

Are there any categories or security measures that are not being considered?

Answer 6:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's Requested Equipment, Products, or Services as described in RFP Section II. B

Question 7:

Will an awarded company be responsible for any installation of equipment, cabling, or other related hardware? If so, how should pricing be presented?

Answer 7:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed."

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing.

Question 8:

Will Sourcewell provide a de-brief opportunity to receive feedback on a proposal submission?

Answer 8:

Sourcewell will provide a de-brief opportunity, upon the request of any proposer, for approximately thirty (30) days following the notification of award or non-award.

Question 9:

Are you able to provide further context around the Marketing Plan requested? Do you have any samples of previous Sourcewell marketing plans, or specific objectives that you wish to satisfy via the marketing plan? Additionally, are you able to provide evaluation criteria for the marketing plan?

Answer 9:

Refer to RFP Section II. F. – Marketing Plan, "Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award."

All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal.

Question 10:

Can we reference the current Bank of Canada exchange rate rather than have a Canadian price by labor rate and line-item, so the final Canadian price is determined at the time of the order?

Answer 10:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030421 posted to the Sourcewell Procurement Portal on 2/25/2021, is required at the time of proposal submittal.



Solicitation Number: RFP #030421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls Fire Protection LP, 6600 Congress Ave., Boca Raton, FL 33487-1213 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will deliver its standard terms and conditions for monitoring services, and its standard terms and conditions for the scope of all task orders, to be incorporated in transaction documents with the Participating Entity. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.
- B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable for indirect or consequential damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Rev. 10/2020

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

17

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Johnson Controls Fire Protection LP
By:	By:
4/20/2021 1:07 PM CDT Date:	4/30/2021 5:25 PM CDT
Approved: Docusigned by: Lual Coamtle By: TE42B8F817A64CC	
Chad Coauette Title: Executive Director/CEO	
4/30/2021 5:36 PM CDT Date:	

Rev. 10/2020

RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Johnson Controls Fire Protection LP

6600 Congress Ave

Address:

Boca Raton, Florida 33487-1213

Contact: Mary Beth Alexander
Email: mary.alexander@jci.com

Phone: 262-226-9808 HST#: 58-2608861

Submission Details

Created On: Tuesday March 02, 2021 16:17:37
Submitted On: Thursday March 04, 2021 13:18:14

Submitted By: Mary Beth Alexander
Email: mary.alexander@jci.com

Transaction #: 20be022e-2816-48f3-bd9b-09c69d8b81c2

Submitter's IP Address: 104.129.195.0

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response
1	Proposer Legal Name (and applicable d/b/a, if any):	Johnson Controls Fire Protection LP
2	Proposer Address:	6600 Congress Ave, Boca Raton, FL 33487-1213
3	Proposer website address:	www.JohnsonControls.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tracy Long, VP & GM Fire BSNA 6600 Congress Ave, Boca Raton, FL 33487-1213 tracy.long@jci.com 773 668 7261
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves, Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCl.com 443-676-8813
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Alexander, National Sales Manager Mary.Alexander@jci.com 2622269808

Table 2: Company Information and Financial Strength

Line Item	Question	Response
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Johnson Controls Fire Protection (JCFP) formerly known as SimplexGrinnell is a leading provider of fire protection and life safety systems and services. JCFP is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.
		Simplex and Grinnell were widely respected for their technology, their expertise, their service organizations, and their ability to deliver at the local level. Now all of those resources and competencies are available from one unified organization. JCFP offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.
		The formation of Johnson Controls Fire Protection followed the January 2001 acquisition of Simplex by Tyco International Ltd., a diversified manufacturing and service company that merged Simplex Time Recorder with Grinnell Fire Protection to form SimplexGrinnell. Operating with over 11,000 employees, Johnson Controls Fire Protection can protect virtually any building – from schools, universities, hospitals, malls, and restaurants to airports, sports stadiums, apartment complexes, movie theaters, and industrial, commercial, and government facilities.
		On September 2, 2016, SimplexGrinnell's parent company Tyco International was merged with Johnson Controls and SimplexGrinnell LP's name was changed to Johnson Control Fire Protection LP. The merger created a new global leader in

building products and technology as well as integrated solutions and energy storage.

Johnson Controls Values:

INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.

PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.

CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.

FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.

ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.

The new Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing, and installation, as well as system integration, maintenance, and inspection services.

Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.

Experienced technicians ensure that repairs are done right and in a timely manner.

Standardized reporting and documentation.

Customized service plans to meet any customer's needs.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, Johnson Controls has a Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls offices.

What are your company's expectations in the event of an award?

Johnson Controls expects to build upon our previous contracts successes. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.

Bid Number: RFP 030421

8

Vendor Name: Johnson Controls Fire Protection LP

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Fire Protection LP is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Fire Protection's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters
0	What is your US market share for the solutions that you are proposing?	Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company
		The worldwide leader in market share for Fire Services (7%). No other company has attained greater than 9% of the market share.
		America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.
		America's leader in market share for Fire Products (12.3%). No other company has attained greater than 10.5%.
		Security Integration greater than 5% Share Of Global Market
		One of the top 6 in the Chiller market with 15% of the market share.
		One of the top 6 in the Building Automation and Controls market with 5% of the market share.
1	What is your Canadian market share for the solutions that you are proposing?	Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company
		The worldwide leader in market share for Fire Services (7%). No other company has attained greater than 6% of the market share.
		America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share.
		America's leader in market share for Fire Products (6.3%). No other company has attained greater than 5.0%.
		Security Integration greater than 5% Share Of Global Market
		One of the top 6 in the Chiller market with 15% of the market share.
		One of the top 6 in the Building Automation and Controls market with 5% of the market share.
2	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.

How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

Johnson Controls is a reseller and service provider of fire and life safety products and systems. Our parent company, Johnson Controls owns and operates a number of industry-recognized product manufacturers such as Simplex brand fire alarm systems, Software House Access control, etc. Johnson Controls has factory-direct access to these products and related services.

Johnson Controls is a longtime leader in life safety and property protection. Our roots in fire protection are extraordinarily strong and deep, reaching all the way back to the late 1800s. Today we serve over two million customers in the United States and Canada, providing a comprehensive array of fire alarm, fire sprinkler, fire suppression, integrated security, sound and communications, and nurse call systems and services. We deliver our industry-leading solutions in buildings and environments where life-safety protection is absolutely vital – from schools, universities, and hospitals to commercial properties, industrial buildings, and government facilities. Unlike manufacturers who rely on independent dealers, we serve customers directly, through an outstanding management support team, 1,000+ NICET-certified technicians, 1,000 CFAA-trained technicians, 150 company-owned offices, and 7,500+ service trucks. In everything we do, our collective organization strives to keep people and property safe.

Johnson Controls is a reseller and service provider. Johnson Controls designs and manufactures integrated systems to detect intrusion, control access, and react to movement, fire, smoke, flooding, environmental conditions, industrial processes, and other hazards. In addition, Johnson Controls designs and manufactures fire detection, fire sprinkler, fire suppression, emergency communications, and nurse call systems in both new and existing facilities. Our sales and service forces are internal to our respective organizations. All sales personnel are direct hires of our organizations. Except where subcontractors are concerned, all service employees are also direct hires.

If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. Johnson Controls is qualified to do business in all 50 US states with over 10,000 employees. Regarding contractor & business licensing, Johnson Controls Fire Protection currently operates from more than 120 offices across North America and holds over 2,300 separate required licenses related to Fire Protection & Security Services.

Licenses

We have provided a listing of the licenses held. Please note:

Not all licenses have an expiration date for reasons such as they are individual licenses or licenses that are paid by our local District Offices.

Some licenses have expired dates because there are licenses that are no longer needed or they are being renewed by the local office or Tax department

Licenses that have a License ID with APPL-*** are new licenses that we recently applied for and/or application was submitted and a license was never issued. Some jurisdictions require our organization to be registered and do not send any type of license confirmation.

Certifications

Professional certification says a lot about a company and an individual. It means you've invested the time to better yourself. That you care about the work you do. And that you've raised the bar for everyone in the industry. Certification isn't an easy process; the programs are run by independent, third-parties. You can't charm your way in or curry favor with sponsorships; you have to prove yourself. Certification means something in our industry and is used as a benchmark of the people who work in life safety.

UL Certification

Underwriter Lab (UL) is a safety science company that certifies, validates, tests inspects, audits, advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process of every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and

verification process: documenting each piece of equipment, ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on.

Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program.

Johnson Controls also has UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices.

NFPA Certification

NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their expertise to our employees company-wide.

NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes.

Johnson Controls Fire Protection is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply.

NICET Certification

Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our industry. Individuals test based on their area(s) of life-safety disciplines, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests.

Our company's focus on helping our workforce train for, test, and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high-caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.

SAFETY Act Certification

Johnson Controls Fire Protection passed the rigorous review of the U.S. Department of Homeland Security to earn certification for our security, fire, and life-safety systems integration services under the SAFETY Act (Support Anti-Terrorism by Fostering Effective Technologies). It provides incentives for companies to develop and deploy anti-terrorism technologies without fear of excessive liability in the event of a terrorist attack on U.S. soil. The Act creates certain liability limitations for "claims arising out of, relating to, or resulting from an act of terrorism" where qualified anti-terrorism technologies or services have been employed. In effect, providers that have their technologies and services certified under the Act, such as Johnson Controls Fire Protection, can receive significant liability protection against third-party claims that may arise out of an act of homeland terrorism.

More importantly, the Act extends these same benefits to our customers, giving them

		access to legal liability protections in the event of a terrorist attack on U.S. soil. If a customer using Johnson Controls Fire Protection Security, Fire and Life-Safety Systems Integration services suffer damages from a homeland terrorist attack, that business or institution can be given legal liability protections against civil claims.	
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	

Table 3: Industry Recognition & Marketplace Success

ine em	Question	Response
6	Describe any relevant industry awards or recognition that your company has received in the past five years	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.
		SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY
		2019 World's Most Ethical Company
		12 selections since 2007 (March 2020, selected for the 13th time)
		Ethisphere Magazine
		100 Best Corporate Citizens, 2019
		Transparency and social responsibility, since 2006
		Corporate Responsibility Magazine
		2019 Best Corporate Citizens
		Community involvement, environmental impact, and fair employee treatment.
		Forbes Magazine
		Change the World, 2018
		Companies that are doing well by doing good
		Fortune Magazine
		AAA Rating
		Environmental, social, and governance
		MSCI Socially Responsible Indices
		Carbon Clean 200
		Biggest public companies ranked by green energy revenues
		Corporate Knights and As You Sow
		Energy Star Most Efficient 2020
		Most efficient products
		Energy Star
		Environmental Leader Project of the Year
		For partnership with The University of Hawai'i (UH) Maui College
		Environmental Leader and Energy Manager Today
		Top Project Judges' Choice Award
		for its impressive strides in sustainability and renewable energy
		Environmental Leader and Energy Manager Today

Environment + Energy Leader 100

Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment

Environmental Leader and Energy Manager Today

INNOVATION

Johnson Controls Top 100 Global Innovators, 5-time winner

Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019, 2020

Clarivate Analytics

Overall IoT Company of the Year, 2020

Top companies, technologies, and products in the global Internet of Things (IoT) market

IoT Breakthrough

Most Intelligent Building - Corporate Headquarters (Bee'ah's new headquarters in the UAE)

optimize energy efficiency, make the best use of available space and help the building's occupants be more productive

Digie Award

QUALITY / PRODUCTS

Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.

Humanitarian Award, 2019

Fire Commissioner's Humanitarian Award

Fire Department of the City of New York Foundation

Sustainability Product of the Year

The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.

The Business Intelligence Group

Edison Award

Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category

The Edison Awards annually honor excellence in human-centered design and innovation

Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards

Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers

Brandon Hall Group

YORK® YHAU CGN Absorption Chiller - Heater

use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential

New Products for Engineers

2018 IW Best Plants Winner, Norman OK plant

Operational excellence

Bid Number: RFP 030421

Vendor Name: Johnson Controls Fire Protection LP

cuoign	Envelope ID. D4B07D3E-C643-4343-AE23-327EC	220010
1		Industry Week
		four 2019 World Class Briefing Awards
		for its excellence in management, planning, customer experience, and measurement
		Association of Briefing Program Managers
		Most Intelligent Building - Corporate Headquarters (Bee'ah's new headquarters in the UAE)
		Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive
		Digie Award
		WORKFORCE DIVERSITY
		Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award
		Commitment to creating a diverse and inclusive workforce
		African American Chamber of Commerce
		Top 50 Employers for Women Engineers, 2019
		Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women
		Women Engineer
		50 Best Companies for Diversity
		Dec 2018
		Black Enterprise Magazine
		Top Employer – China, 2019
		For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees
		Top Employers Institute, China 2019
		Best of the Best for U.S. Veterans
		Top Veteran-Friendly Companies
		U.S. Veteran's Magazine
		2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 20% yearly.
18	What percentage of your sales are to the education sector in the past three years	Approximately 16% yearly.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is	NASPO - \$15M (12 State Participating Addendums)
	the annual sales volume for each of these contracts over the past three years?	State of New York - \$30M
		CMAS - \$4 M
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three	JCFP Holds (2) GSA Schedules for Product and Service Sales: FY2020 - \$14,124,120
	years?	FY2019 - \$13,727,352
		FY2018 - \$15,430,404

Table 4: References/Testimonials

Line Item 21, Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name	Contact Name	Phone Number
Jackson Health System	Kenneth Robertson – Director of Procurement, Construction Services	305-585-7415
		Kenneth.robertson@jhsmiami.org
Harbor Authority, Port of Los Angeles	Philip Hazelett	310-732-3346
		phazelett@portla.org
Rio Rancho Public Schools	Chris Greeno	505-910-2668
Hofstra University	Bill Solin	516-463-5562

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type	State / Province	Scope of Work	Size of Transactions	Dollar Volume Past Three Years
Jackson Memorial Hospital	Non-Profit	Florida - FL	Fire Alarm Upgrades & Maintenance PSA	PSA - \$1 M Annually Product / Installation \$1.5M Annually	\$7.5 M
Port of Los Angeles	Government	California - CA	Fire Alarm and Sprinkler System New & Upgrades & PSA	Depends upon scope of project. Typically, \$2M Annually	\$8 M
Denver International Airport	Government	Colorado - CO	DIA Expansion FAS	Depends upon scope of projects.	\$9 M
CSU System	Education	California - CA	Service, Upgrades, New Systems	Depends upon scope of projects.	\$6.5 M
Milwaukee County Jail	Government	Wisconsin - WI	Cameras, Access Control, Service	Depends upon scope of project.	\$1.3 M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

individuals are focused on selling contracting work and managed account portfolio. The balance of our sales service contracts. Each of our 120 offices has a mix		Response		
		Johnson Controls employs over 2,000 full-time sales professionals; 750 of these individuals are focused on selling contracting work and larger projects in our managed account portfolio. The balance of our sales force is oriented to selling service contracts. Each of our 120 offices has a mix of contracting and service-oriented salespeople. The size of the market depends on the sales staff size and alignment to the market.		
24 Dealer network or other distribution methods.		Our team has factory-direct access to the leading fire alarm, fire suppression, sprinkler, HVAC, and security products via the Johnson Controls family of products. These include:		
		Metasys		
		York		
		Тусо		
		Simplex Fire Alarm Systems		

Ansul Fire Suppression Systems

Hygood Fire Suppression Systems

Neuruppin Fire Extinguishers

Pyro-Chem Fire Suppression Systems

SKUM Foam Firefighting Products

Grinnell Sprinkler Components

American Dynamics CCTV Systems

Exacq IP Video Surveillance Solutions

DSC Security Products

Illustra Cameras

Proximex Physical Information Management Systems

Software House Access Control Systems

Kantech Access Control Solutions

Scott Life Safety Products

CEM Security Management Solutions

Bentel Security and Fire Control Systems

Visonic Wireless Alarm Systems

EZ Care Nurse Call Products

Sensormatic

Executone Nurse Call Systems

Zettler Nurse Call Systems

We also have national agreements with today's leading life safety manufacturers to facilitate integration of their products into our customers' life safety systems. These include, but are not limited to:

Kidde Fire Extinguishers

Marioff

Aimetis

Axis Communications

BCDVideo

Cisco

Milestone

Pelco

American Signal Corporation

Arecont Vision

Assa Abloy DSS

AtHoc (Desktop Alerts, System Integrations)

Automatic Control Systems

Code Blue

Bid Number: RFP 030421

Vendor Name: Johnson Controls Fire Protection LP

Commend	
Cooper Notification - WAVES	
Dell	
DVTel	
Dynalock	7
Fargo	
Firetide	
FLIR (Thermal Imaging)	
HES (Strikes)	
Hewlett Packard via Burgess Computer Decisions	
HID Corp.	
Inova Solutions	
Interlogix - International Fiber Systems	
Intransa	
IQInvision#	_3
Keyscan (Canada Only)	
L1 Identity Solutions	
Mate Intelligent Video	
Middle Atlantic Products	
Milestone	
OnSSI	
Pivot 3	
S2 Security Systems	
Salient Systems	
Schneider Electric (Continuum)	
Securitron	
Sielox	
Sony	
Talk-A-Phone	
Tomsed	
Ultra MagiCard/ Ultra Electronics	
UTC Fire and Security - Facility Commander Wnx	
UTC Sentrol	
Vicon	
VideolQ#	
Winsted	
Rauland	
Tektone	

		Valcom
		Versus
		Vocera
		Emergin
		Ascom
		Heritage
		Lenel
25	Service force.	Johnson Controls owns and operates over 120 district offices across North America, instead of a dealer network. Our offices are centered around major metropolitan areas. This allows our 2,000 sales professionals to focus 100% of their attention on meeting the fire and life safety equipment and service needs of our clients and potential clients surrounding these areas.
		Johnson Controls self-performs all service work for the fire and life safety systems contemplated by this RFP. Across North America, our services organization is staffed by more than 9,000 technicians, installers, and other professionals. Through this organization, our team provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting fire detection, fire suppression, and other life safety systems.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We made this change to centralized services to improve our customer service experience. We have benchmarked ourselves against other companies and we determined that a centralized dispatching approach will help us deliver a better, more consistent service experience. The change to a centralized model will help us to better communicate with customers throughout the duration of the service request. We'll be able to better leverage technology and a standard business process to keep the customer informed. The local office will still be responsible for executing the service work with our local technicians, and in fact, will be better able to concentrate our efforts on ensuring customers receive the high-quality service they expect and deserve. All inspection-related servicer work will be coordinated and scheduled with the local office. Cooperative Communication Standards PREMIER EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection are non-existent or property assets are in imminent danger of significant damage. • Technician will be dispatched within 3 hours unless a different time frame is required by applicable law PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity. • Technician will be on-site within 24 hours THREE DAY SERVICE CALL System/unit is operational; general repair is required. • Technician will be on-site within three (3) business days SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work. • Technician will be on-site within fourteen (14) calendar days ALL SERVICE RATES WILL BE BILLED ACCORDING To the Sourcewell Agreement, Local Branch Rates Less Discount The minimum charge for an Emergency and a Priority Call is 3 hours
		The minimum charge for an Emergency and a Priority Call is 3 hours The maximum travel charge is 4 hours
		Overtime fees prevail before 7:00 AM or after 4:30 PM and double-time fees prevail on weekends and holidays
		Mileage – Standard rates apply for service calls calculated from branch to job site including truck Fees
		Contracting
		All Contracting opportunities (new equipment and installation) will be handled by the individual districts and local sales representatives who ultimately have the relationships with the NJPA clients. All quotes and pricing will be monitored by our compliance group and the National NJPA program manager to ensure 100% compliance.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all NJPA member segments and verticals through the proposed contract.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls has sister companies available to support all geographic areas in Canada: Johnson Controls Canada LP and Tyco Integrated Fire and Security.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic areas will be fully serviced.

DocuSign Envelope ID: D4B07D3E-C843-4343-AE25-527EC2EA8D16

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors will be fully serviced.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the Sourcewell program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's National Sales Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to Sourcewell clients:
		Ms. Mary Beth Alexander - New Hire (March 2021)
		Hayley Nitschke - Marketing
		The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.
		Update our existing customer database files for known Sourcewell members
		· Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell)
		Conduct Emailer campaigns
		We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend.
		All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives.
		Will promote via newsletter and corporate announcement
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Johnson Controls Fire Protection has had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Inc, Johnson Controls Canada LP and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.
		Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.
		We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most of our products are designed, developed, and integrated to meet specific customer needs. We are able to include select suppression products (fire extinguishers) and other off-the-shelf products using this ordering method.

Table 8: Value-Added Attributes

Bid Number: RFP 030421

Line Item	Question	Response
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our team offers a variety of training programs suited to meet every aspect of the customer's needs/request. Depending upon the type of system sold, customer training is part of the original submittal. For instance, security systems are typically sold with an extensive training entre that commences upon system acceptance. Fire Alarm systems generally have operational training included with the sale of a new panel/system. Our team offers the following types of customer training for all types of systems Security, Fire Alarm, Sprinkler, and Suppression).
		Onsite - Operational
		Onsite - Customer Assisted Inspections
		Off-Site – Maintenance Factory Certified Training
		Most of the onsite training can be provided at minimum to no cost, though this depends on the requirements of the training syllabus. For instance, some customers require operational training to be videotaped for future reference, etc.; this would be an additional charge. All offsite training would be at an additional charge though some program attendee's only need to pay for their hotel and transportation as actual training is free. There is a variety of programs, which depends on the overall need and how much training the customer wants to receive as this ultimately determines the cost.
37	Describe any technological advances that your proposed products or services offer.	Johnson Controls is the world's largest pure play life safety systems provider in the industry. As such, Johnson Controls is dedicated to being on the cutting-edge of today's fire and life safety technology. We recently introduced Open Blue Platform to support our customers.
		The new services suite, available starting from October 2020, integrate touchless technology, sophisticated ventilation and sanitization systems as well as a flexible infrastructure into digital offerings. This allows a comprehensive range of HVAC, Fire Protection, and Security services to be monitored and managed remotely throughout normal, emergency, and pandemic circumstances.
		OpenBlue is a complete suite of connected solutions that serves industries from workplaces to schools, hospitals to campuses and more. This platform includes tailored, Al-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring advanced risk assessments and more. A dynamic new space from Johnson Controls, OpenBlue is how buildings come alive.
		This Highly tailored services for fire protection and security use data-driven insights to support better planning and decision-making, enhanced productivity and optimized performance. OpenBlue technology powers service the way you want it, with options including predictive maintenance, remote diagnostics, and advanced monitoring.

Vendor Name: Johnson Controls Fire Protection LP

Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.

Our Objectives

Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:

- Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services.
- Fostering a culture of sustainability that engages and attracts people who want to make a difference,
- Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain.
- Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact.
- Demonstrating our commitment from the top, including continued integration of sustainability into company goals and decision-making.

Our Accomplishments

Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.

2020 World's Most Ethical Company. Our 13thyear in a row to be so recognized—a record only 7 companies worldwide have ever achieved.

100 Best Corporate Citizens, 2020. We achieved the rank of #3in our category and#18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.

MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.

S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.

Here are just some of the reasons why we've received this recognition:

- From 2002 through 2017, we are proud to have reduced our energy intensity by 47
 percent and our greenhouse gas intensity by 41 percent.
- Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity.
- We always strive to do more, which is why in 2017 we adopted a new 2025
 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.

Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. We are unaware of Certification of an independent products, however Johnson Controls uses third-party software Process Map for our Environmental, Health and Safety Information System (EHSIS) to track environment, health and safety data from facilities worldwide. Data is reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.

Bid Number: RFP 030421

39

Vendor Name: Johnson Controls Fire Protection LP

Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners		Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority- owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.
	have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes companywide.
11	What unique attributes does your company, your products, or your services offer to Sourcewell	At Johnson Controls, our vision is a world that's "safe, comfortable, and sustainable"—and our broad set of innovative security products and services focuses on what you need to make people, facilities, and assets safe.
	participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Johnson Controls F leverages the world-class products and services of our affiliates, such as Ansul, Master Protection/FireMaster, Scott, York, Metasys, and Tyco Security Products. Serving a geographic area that covers all of North America, Johnson Controls is committed to being a single-source provider that delivers unequaled customer service. Johnson Controls features a number of distinguishing competencies:
		Highly reliable, technologically advanced fire, life safety, integrated security, communications, and workforce management systems and services.
		A network of company-owned offices across North America with high-quality systems and consistent services at the local level,
		Johnson Controls Benefits Include:
		An Experienced Partner. Johnson Controls' industry expertise spans key vertical markets, including Healthcare, Higher Education, Utilities, Industrial, Manufacturing, Transportation, and Government.
		Global Resources. Johnson Controls offers local, in-market expertise with regional, national, and global support networks. These networks share resources to support our client's needs and requirements.
		Best Practices. Our organization seeks to make strategic investments that result in continuous product innovation backed by patent protection.
		Strategic Plan. Johnson Controls' business model is designed to minimize project risks, preserve our client's profits, and automate efficiencies. By doing so, we gain real-time intelligence from a single, scalable platform capable of providing integrated solutions.
		Enhanced Services Capabilities
		Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.
		Continuous monitoring and diagnostics enabled by IoT connectivity with a cloud-based platform
		Field data acquisition enabled by non-intrusive diagnostic technologies and trending analytics
		Rapid response and issue resolution through Remote Service Support
		Predictive Diagnostics to diagnose deficiencies and extend equipment life
		Connected systems providing automatic notifications to helping prevent system failures
		24/7 monitoring and live advisory support
		Preventative maintenance for enhanced system performance and false alarm reduction
		Xaap (SaaS) solution that provides a centralized platform for building compliance data

Table 9: Warranty/Performance Standards or Guarantees

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the

questions below.

Line	Question	Response
42	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls Fire Protection LP installed or serviced system.
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols (See Documents)
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls Fire Protection LP installed or serviced systems.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer beneficial use. Service parts carry a 90 day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.
48	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.
49	Describe any service contract options for the items included in your proposal.	Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems.
		Rapid response and issue resolution through Remote Service Support
		Predictive Diagnostics to diagnose deficiencies and extend equipment life
		Connected systems providing automatic notifications to helping prevent system failures
		24/7 monitoring and live advisory support
		Preventative maintenance for enhanced system performance and false alarm reduction
		Xaap (SaaS) solution that provides a centralized platform for building compliance data
		1-5 year plans are available. We cover parts and labor for normal wear and tear. We also offer preventative maintenance plans where we proactively test systems and provide detailed status reports on findings. These can be performed monthly, quarterly, bi-annually, or annually based upon your needs.
		Johnson Controls Maintenance Plan will distinguish between hardware and software preventive maintenance. In general, computer-skilled technicians perform software preventive maintenance, and hardware preventive maintenance is performed by our Maintenance Technicians. An important part of our maintenance approach is the incorporation of the individual security system's preventive maintenance requirements as specified by the original equipment manufacturer (OEM).

Table 10: Payment Terms and Financing Options

Line Item	Question	Response
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined and agreed to regarding payment intervals throughout the installation process.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	It is the intent of Johnson Controls Fire Protection LP to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities.
		Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include:
		Direct Purchase
		Fair Market Value (FMV) Purchase Option
		10% Purchase Option
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our team's sales representatives will meet with end-user customers and will develop a quotation. Throughout the process, there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing of the individual sales. A lead program will be instituted that will track all Sourcewell opportunities. Our inplace "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized.
		In order to process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "CPQ" system utilizing a Sourcewell Customer Account Classification Code. All service contracts will be handled by our cooperative centralization team.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, customers can pay invoices through our online payment system. There is no additional cost to Sourcewell members for using this system. For security purposes, our organization does not accept credit card numbers over the phone. We request customers pay through the online payment portal.
		https://www.simplexgrinnellpayonline.com/. Payment can also be made online via the Customer Portal.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

-		
Line Item	Question	Response

	·	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Johnson Controls Fire Protection proposes to utilize line item pricing based upon sales of the previous year's top 50 Commercial Customers' sales per product family. Pricing for these line items is based upon the selling price. This analysis is performed annually, of the Top 50 Customers, the top and bottom 12.5% are dropped leaving 75% for computing the average for all contracting-related quotes. Johnson Controls Fire Protection proposes to keep the margins the same as in the current 031517-SGL award for (Contracting) New Systems and installation
		Sprinkler margin = 23.4 Electrical margin = 32.0 In-house Contracting labor will be based on NTE labor rates established within each of our local areas. Services will use a discount off of the local branch list sell price for PSAs, replacement service parts, and Labor Outside purchase products and labor with be Cost Plus.
		NOTE: JCFP would like to provide Sourcewell with notice that it is our intention to potentially be able to modify our pricing to a discount off of list methodology once our new quoting tool is 100% deployed and evaluated for compliance purposes. This methodology would align with our standard commercial sales practices.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We will provide Sourcewell clients with a discount that is 10% from that of local branch rates. Product pricing is based on our top 50 customers as stated
		previously. Local branch sales personnel need management approval to obtain rates equal to.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most JCFP solutions are customized for each facility and do not qualify for volume discounts.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Services For any non-standard offering, our team will quote using negotiated Sourcewell approved hourly labor rates and will be offered on a fixed price basis. For Outside Purchase products and labor, we will utilize an NTE 30% markup over invoiced cost.
		Contracting For any non-standard offering that does not have an associated line item price, we will provide at the approved current 031517-SGL Sourcewell margins: Sprinkler margin = 23.4 Electrical margin = 32.0
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We offer turnkey pricing that includes all costs. Everything included in the costs is documented in the contract.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and Shipping charges are included in the Sourcewell line item pricing. There might be additional charges for specialty products such as 300 lbs Suppression tanks, or 55 Gal AFFF foam. If there is such a fee it will be clearly stated upfront to the customer.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There typically will not be any additional fee unless locations are extremely remote (such as fly-in) these charges would be outlined in advance to the customer and charged at applicable per diem rates.

Describe any unique options offered in yo	distribution and/or delivery methods or ur proposal.	Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, both Johnson Controls Fire Protection and TycolFS have access to the Tyco Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past by Tyco. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls Fire Protection and TycolFS offices.
---	---	--

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is:	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Under our multi-customer initiative branch level agreements now need to be approved by domain pricing managers if they could apply to multiple customers. This will ensure the pricing integrity of our multi-customer agreements in which Cooperative Agreements are part of. Pricing for this submission follows the same awarded pricing methodology for Products and Installation.
		Service is transitioning to a Discount off of list.

Table 13: Audit and Administrative Fee

Line Item	Question	Response
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Johnson Controls Fire Protection has a rigorous self-audit program that is built into our CPQ quoting tool and supporting financial systems. As soon as a sales representative identifies an opportunity as Sourcewell the CPQ proposal tool provides systemic oversight and will not allow the proposal to be generated that doesn't meet the minimum requirements. Additionally, there is a review process that happens prior to booking that reviews documentation, customer master setup, to ensure accuracy.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls Fire Protection proposes a 1% administrative fee. On large opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Johnson Controls now provides a wide spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for customers worldwide.

HVAC EQUIPMENT

Draw on the most comprehensive HVAC portfolio for commercial and residential buildings of all types, ages, and sizes to enhance sustainability, energy use, and the indoor environment.

- Chillers-air-cooled; water-cooled; connected
- Condensers and condensing units
- Dedicated outdoor air systems (DOAS)
- Duct-free mini-split systems
- Indoor packaged equipment
- Rooftop units
- Variable refrigerant flow (VRF) systems

CONTROLS

Equip facilities with intelligent HVAC controls to keep occupants comfortable, run equipment efficiently and optimize operating budgets.

- Actuators
- Control panels
- Control sensors
- Current sensors and transducers
- Thermostats
- Valves
- Variable speed drives

SECURITY

Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company.

- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection

FIRE, LIFE-SAFETY & HAZARD PROTECTION

Help keep people and assets safe with comprehensive solutions, design, installation, service, and monitoring from a world-leading fire and life-safety systems provider.

- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions

OPTIMIZATION & RETROFIT SERVICES

Make the most of existing building and financial assets through cost-effective upgrades, central plant strategies, and financing solutions.

- Central chiller plant optimization
- · Clean energy assessments

- Energy performance contracts
- Energy retrofits
- Equipment financing
- Healthcare environment optimization
- Public/private partnerships
- Technology refresh services
- Turnkey upgrades and retrofits

BUILDING SERVICES & PARTS

Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation, and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts.

- Aftermarket parts
- Building remote monitoring
- Building system and HVAC repair
- Planned and preventive maintenance
- Predictive and diagnostic services
- Security and life-safety system repair

LIGHTING CONTROLS & RETROFIT

Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights.

- Lighting retrofits
- Street and roadway lighting
- Turn-key lighting upgrades

BUILDING AUTOMATION SYSTEMS

Connect commercial HVAC, lighting, security, and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety.

- Metasys® building automation system
- Metasys Enterprise Optimization applications

ENERGY STORAGE

Rely on our innovative distributed energy storage products to better manage energy use, cut costs and ensure electrical back-up for a building, campus or enterprise.

- In-building distributed energy storage system
- Modular distributed energy storage system

RETAIL SOLUTIONS

Gain real-time insights into retail facilities inventories, employees & customers to achieve maximum business performance in a digitally-driven shopping world.

- Loss Prevention
- Inventory Intelligence
- Traffic Insights

AIR SYSTEMS

Use efficient airflow building-wide to create healthy, comfortable, and visually appealing environments that increase work productivity and occupant satisfaction.

- Air handling units
- Air measuring
- Chilled beams
- Dampers
- EcoAdvance™ HVAC load reduction (HLR) module
- Energy recovery ventilators
- Fan and blower
- Fans
- Filtration
- Grilles and diffusers
- heating coils and cooling coils
- Louvers
- Underfloor air distribution
- Unit ventilators
- Variable air volume (VAV) terminals
- Variable speed drives

OPERATIONAL INTELLIGENCE & LOSS PREVENTION

Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions.

- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

BUILDING WIDE SYSTEMS INTEGRATION

Construct a smarter building by converging building, business/IT, and specialty systems on an intelligent infrastructure. Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity and create an innovative, optimized, sustainable environment.

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

High Expansion Foam AFFF Air Paks

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Lighting Systems Smart Systems

Kitchen Hoods

Sinut 0

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item Category or Type Offered Comments

67	Alarm, alert, and signal systems	r Yes	Our fire alarm control panels are the heart of a robust and scalable fire and life-safety communications system. Intelligent, configurable, and expandable, they can meet a wide range of customer and building needs. Our addressable control panels can pinpoint the source of a fire, alert, trouble, or other system event while offering a modular design and an intuitive interface—features that make them easier to install, more reliable, and easier to manage and maintain.
8	Building security automation and integration, lighting control, and occupancy detection solutions	€ Yes	Our building automation systems are the foundations of modem building energy management efficiency. Intelligent, world-class technology systems will connect your commercial HVAC, lighting, security, and protection systems. This enables them to communicate on a single platform to deliver the information you need, allowing you to make smarter, savvier decisions while enhancing your occupants' comfort, safety, and productivity.
9 Fire detection, sprinkler and suppression systems		€ Yes	Effective fire suppression is a multifaceted challenge that demands a wealth of products, systems, and knowledge. We have long been a leader in this vital element of helping to protect people and property. In fact, we invented the very first sprinkler more than a centur ago and have been delivering expertise, innovations, and service to our customers ever since.
			Today, we manufacture, configure, and install an unmatched range of fire suppression systems including sprinklers and valves, extinguishers and agents, special hazards systems, related components, and fittings. We serve large, multi-site projects through a network of design centers of excellence. We provide software that helps users design and configure systems to meet their unique requirements. Fire suppression solutions from Johnson Controls can help you meet your most vital mission: safety.
			We offer fire and life safety products from a wide range of brands to meet specific customer needs globally.
			Control Panels
			Sensors and Initiating Devices
			Notification and Audio Devices
			Networks and Workstations
			Emergency Communications
			We offer fire suppression products from our broad portfolio of brands to meet specific customer needs globally.
			Fire Sprinklers
			LFP® Antifreeze
			Fire Valves and Devices
			Fire Grooved Couplings
			Water Mist Fire Protection Solutions
			Fire Sprinkler System Design and Software
			Gaseous Systems and Control Panels
			Residential Fire Sprinkler Systems
			Fire Extinguishers
			Restaurant fire suppression system
			Vehicle Systems
			Industrial Systems
			Foam, Concentrates, Hardware, and Equipment
			Hazardous Spill Control
			Autonomous Fire Suppression
			Mechanical Fittings and Supports
			Cold Storage Fire Sprinkler Systems

70	Intrusion and breach prevention and detection solutions	r Yes	Protecting your home and business is of the highest priority. Identifying potential physical threats at the earliest will contribute to safeguarding your assets, quickly alert the right authorities, and also prevent any untoward incident from even occurring. At Johnson Controls, we offer a wide range of security products, which will help you do just that. From detectors and sensors to signaling systems coupled with cutting-edge innovation–like PowerG technology—we provide holistic solutions to strengthen your security.
			Our security specialists offer a range of perimeter protection solutions to suit small businesses and large enterprises. Whether you want to better manage vehicle traffic in and out of your premises or allow clear access to authorized personnel, we offer round-the-clock protection.
71	Glass and window security, armor, and ballistic applications and solutions	€ Yes ← No	Commercial alarm solutions require an array of specialized products—from sensors and detection panels to integration and remote management tools—as well as the expertise and capabilities to integrate them into reliable, robust protection systems.
			Infrared, photoelectric, and motion sensors
		1	Industry-leading intrusion detection panels
			Monitored 24/7 with emergency dispatch
			Flexible integration with existing systems
			Inspections, maintenance, service, and support
			Local, state, and federal regulatory compliance
			Online management for easy arming/disarming and monitoring
			Easily integrated with video, access control, and other systems
			Alarm verification to reduce or eliminate false alarms
72	Closed circuit television (CCTV), surveillance, and recording solutions	© Yes	Cameras have always been an integral part of any monitoring system and are extensively used, now more than ever. Recognizing the potential of video surveillance to enhance security, Johnson Controls brings you integrated solutions to simplify as well as strengthen your video surveillance systems. The array of cutting-edge products provide an end-to-end support–from cameras and monitors to software for easy integration; collection, analysis, and storage of data; all of which contribute to building a powerful and effective security system
			Video Management Systems
			License Plate Recognition
			Video Intelligence Analytics at the Edge
			IP Camera Features in Action
			Video Management Technologies
			Mobile Apps
			Video Management System Hardware
			Monitors
			Network Video Recorders
			Encoders
			Network and Digital Video Storage
			Video Surveillance
			1

	•		
73	Facility and parking access control solutions	െ Yes r No	Access control is the first line of defense when it comes to the security of your property. With a host of trusted brands in the industry, Johnson Controls offer an extensive range of products to suit establishments of any size and type. We provide comprehensive solutions for your security needs, from biometric and electronic access control hardware to the integrated software; to ensure that your security system is not only well-equipped but also capable of doing much more. Through our innovative access control products, we ensure businesses are well-equipped to safeguard their assets as well as uphold the safety of their staff and visitors. Access Control Software Access Control Hardware Hosted and Managed Security High Assurance Solutions Perimeter detection Integrated Solutions
74	Artificial Intelligence (AI) and robotic surveillance solutions	© Yes ○ No	More and more, building systems are data-enabled and connected to the web. At Johnson Controls, we are partnering with customers to build smart buildings enabled by artificial intelligence and IoT (Internet of Things). OpenBlue helps enterprises put their building data to work, helping facilities managers discover insights, find efficiencies, and create other sources of value, chief among them sustainability.
			Johnson Controls is at the forefront of smart facilities with solutions that span your enterprise and offer a wealth of potential benefits. These next-generation smart buildings have unique characteristics that unlock new possibilities for how building occupants—employees and visitors, doctors and patients, or teams and fans—interact with their environment. In partnership with our customers, we are creating the self-conscious, self-healing, and occupant-driven building.
75	Facial recognition and thermal screening solutions	© Yes ○ No	The victor and VideoEdge Facial Biometric Analytic immediately alerts operators when known individuals enter an area of interest, allowing for a fast and efficient response. Add up to 1,000 faces to victor's Identity Manager, saving resources and providing a scalable facial recognition infrastructure across dozens to hundreds of NVRs. Images can be dynamically added to the database by uploading headshots or saving video still frames. Stored and indexed faces can be easily searched for across the entire enterprise and the corresponding video is displayed for forensic investigation. Utilize this analytic to spot or search for persons of interest such as VIPs, terminated employees, and known criminals. By integrating victor and VideoEdge Facial Biometric
			Analytics one can easily manage alarms and associated video for a streamlined surveillance system experience. Our non-invasive, contactless thermal camera is ideal for deployment at controlled entrances to areas and facilities where initial skin temperature scanning is needed for staff and visitors. Johnson Controls smart elevated skin temperature scanning solution comprises of a dual sensor, one Thermal the other Colour, camera, and a temperature calibration device known as a Blackbody.
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	で Yes C No	Johnson Controls offers several different on-site training approaches that can be customized to meet each customer's requirements. This training approach offers the following advantages: • It will facilitate a seamless installation
			It will have residual benefits for years to come.
			Our on-site training is designed for the fire alarm system operators who will man the system's head-end equipment. The personnel who will be chosen to maintain the fire alarm system should also attend our on-site training sessions.
			Many Johnson Controls customers elect to visit the world-class training facility at corporate headquarters in Westminster, Massachusetts where they can take advantage of hands-on training on fire alarm equipment specifically designed for each respective training class. SimplexGrinnell is unique in the industry because we offer custom training courses. It is highly probable that our instructors will be the only personnel in the room with the customer's trainees. We will develop a specific course that will be presented only to each customer's employees.
			We offer courses for the customer participants who will service, program, and maintain the Johnson Controls fire alarm system. This training will allow each customer's personnel to service and maintain, and to identify, correct, and make adjustments or modifications to our

system. At the completion of this training, each customer's personnel should be able to maintain, alter, troubleshoot and manage our equipment.

Online training courses are also offered through the Johnson Controls Leaming Network which is Internet-accessible. Customers are provided user accounts to access these courses which can be taken multiple times each if desired.

Monitoring

Our ULC listed monitoring center(s) work with our install team to ensure all zones from your sites have been reported in properly. Our Data entry team will make sure your call lists and specific site instructions are added prior to the installation taking place.

In the event of an alarm emergency, our Central Monitoring Station will notify agencies / chosen individuals. Our technicians continue to call the customer contact list until they successfully reach someone. The personnel located in the Central Monitoring Station can communicate instantly — by phone, cell phone, fax, or pager — with anyone in the United States. Alert situations are brought up immediately on the screen, along with a profile containing all pertinent information such as:

- The nature of the incident,
- The person or persons to be contacted.
- The procedure to follow in case of emergency.
- The location of where the call is originating
- The procedure to follow in case of emergency

Johnson Controls Holds a Patent for its Leading-Edge Telecommunications Technology

 Identification of whether a smoke detector, air duct detector, or heat detection alarm has been activated.

The Center monitors fire systems, security systems, remote CCTV systems, and elevator alarm systems, and its services are exclusively focused on the commercial, industrial and institutional markets. When alarm messages come into the Center, trained operators are able to respond immediately. The Center's systems provide operators with access to all pertinent information necessary to respond to emergency situations, including the location and nature of the incident and a detailed listing of whom to call.

Technical Support

Johnson Controls has established a Corporate Service Resource Center in Westminster, Massachusetts. The SRC receives, schedules and dispatches service repair (break/fix) calls for all product lines for all Johnson Controls District offices throughout North America

The change to a centralized model enables our organization to better communicate with our customers throughout the lifecycle of the service request. We can also leverage technology as well as standard business processes to keep customers informed to maximize their service experience. This approach is meant to enhance our current service offering and create efficiencies in our service response processes to allow for better utilization of our staff of over 8,000 technicians. The National Service Response Center also builds on other key advancements Johnson Controls is investing in. Examples include GPS technology, customer service skills training, and skills training and certification for technicians.

Our customers still have a high level of contact with each local District office and each office will still be responsible for executing the service work with local technicians. The center allows our organization to concentrate efforts on ensuring customers receive high-quality service from our organization.

Supplies

Each Johnson Controls technical representative is supplied with a Johnson Controls technical service vehicle, stocked with a full set of Johnson Controls supplied tools,

electrical troubleshooting meters, a repair parts inventory, laptop computer, as well as communications equipment. In the unlikely event that a Johnson Controls service technician does not have the required part in the vehicle, we maintain a supply of genuine original equipment Johnson Controls replacement parts at each district office, or overnight from our factory.
Our local District office maintains a supply of Johnson Controls fire alarm system parts. This supply will ensure system repairs will be accomplished in a timely manner. If we do not have the required part in stock at our District office, we are able to draw from other Johnson Controls district offices.
Our office also has unequaled access to spare parts and equipment from Global Products, Building Technologies & Solutions, the manufacturer of the proposed Johnson Controls systems. Global Products and Johnson Controls Service offices are both owned and operated by our parent company, Johnson Controls International. Johnson Controls operates a state-of-the-art warehouse facility in the Atlanta, Georgia area. This warehouse supplies key products to Johnson Controls offices and distributes products worldwide. Staffed with approximately 250 full-time personnel, this team ensures orders are filled promptly.

Table 15: Industry Specific Questions

Line Item	Question	Response
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline.
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Our approach to addressing these modem cybersecurity threats is comprehensive. In the presentation we will explain the elements which comprise our approach; each element of the program plays an important role in minimizing risk. At Johnson Controls we must continuously evolve our cybersecurity practices as cybersecurity is continuously evolving.
		Johnson Controls' Product Security Program builds on the holistic methodology which has been the principle mindset that guided our cybersecurity practices. Preserving all the elements of the initial program, the enhanced program applies the holistic methodology to the three main lifecycle phases of our products (which we will go over in more detail later on in this presentation). By focusing on the development, deployment, and support lifecycle phases we offer:
		Securely developed products
		Secure deployment services and Rapid incident response

Explain your organization's approach to cyber security as it relates to your proposed solutions.

At Johnson Controls our approach to cyber protection is aimed at providing peace of mind to our customers. Our Higher level of Commitment helps to calm their concerns by replacing fear with pragmatic solutions and cyber-resilient systems that provide a range of capabilities to complement their diverse security needs. Our holistic cyber mindset begins at the initial design concept, continues through development, and supported through deployment, and includes a rapid incident response to meet the comprehensive and evolving cybersecurity environment. We provide and support cyber-resilient systems with a range of capabilities to complement the diverse security needs of our customers.

Having engineering teams trained in cybersecurity has given Johnson Control an advantage in developing products that consider cybersecurity within its core design. Our certified cybersecurity experts work to validate designs using the latest recognized industry standards and practices.

Our cybersecurity experts have certification including, but limited to, Certified Information Systems Security Professional, Certified Secure Software Lifecycle Professional, Certified Cloud Security Professional, and Certified Ethical Hacker. We believe that expert-driven cybersecurity designs provide the forethought required to reduce cybersecurity risk.

The holistic design of the Product Security Program results in many benefits which can be linked to a specific element of the program. A few of these benefits include:

The policy-driven team assures that cybersecurity is not an afterthought.

The secure development practices result in product designs that are more cyberresilient

Cybersecurity testing discovers and addresses critical vulnerability before release

Education on cybersecurity empowers customers to approach cyber risks pragmatically

Our rapid incident response assesses new threats and vulnerabilities and advises customer on how to reduce their cybersecurity risk in a timely manner.

80 Describe how emerging technologies are or will be incorporated in your proposed solutions.

OpenBlue is a complete suite of connected solutions that delivers impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, Al-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and

Different security events demand different responses from SOC teams; some have life-safety consequences. Too often, standard response instructions in paper-based SOP documents are at best time consuming to reference and at worst — often outdated. OpenBlue Active Responder is an all-in-one procedure administration solution that digitizes static standard operating procedures in a cloud portal application for SOC Teams to follow each of the dynamic steps of the SOP as a series of actionable instructions.

Unidentified threats may have life-safety consequences or significantly disrupt the enterprise. Without the ability to quickly distinguish key threats from insignificant events, security analysts have no hope of responding effectively to security events and effectively mitigating potential damage. Facing an ever-changing threat landscape, Security Professionals are asked to monitor and report on the organization's ability to meet the preparedness and response requirements to key threats and risks. OpenBlue Risk Insight helps quantify threat impact using asset risk score, so you can report on asset risk over periods of time as part of your ongoing risk management practices.

Modem physical security solutions live in the cloud and they bring all the typical benefits associated with any digital transformation- centralized management, scalable solutions, access to tools that require powerful processing, and reduction in costs. Today, thousands of businesses and organizations trust OpenBlue Cloudvue to simplify surveillance, streamline access control, and provide powerful intelligence that improves security operations and helps with organizational efficiency.

Bid Number: RFP 030421

Vendor Name: Johnson Controls Fire Protection LP

81 Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.

The Johnson Controls' corporate vision states, "Our products, services, and workplaces reflect our belief that what is good for the environment and the safety and health of all people is good for Johnson Controls." In support of this vision, our regional management teams are strongly committed to providing a safe work environment for all employees. The philosophy and objectives behind this commitment are:

The safety and health of all employees and the environment is a top priority that is critical to the success of the business.

The only acceptable level of safety performance prevents employee injury and accidents.

Safety is the responsibility of every employee, equal to customer satisfaction, quality, profitability, and efficiency.

Every day, our goal is to foster an injury-free workplace. All employees receive extensive safety training starting with new hire orientation and continuing with regularly scheduled safety talks, job hazard analysis, and pre-task planning. Our comprehensive 600-plus-page safety program is detailed, documented, and available in electronic format for all of our employees. We also abide by national, state, and local safety codes, as well as those established by the university.

In keeping with our Zero Harm vision, we have instituted new measures to prevent the spreading of COVID-19 virus at workplace and construction-sites and are requiring our subcontractors to adhere to these measures as well.

We have implemented guidance for all employees on the preventative actions they can take to minimize the risk of infection (handwashing, respiratory hygiene, and cough etiquette to avoid transmission of a contagious virus, etc.).

We have increased the frequency of cleaning and sanitization activities at our facilities and while at customer sites.

We have restricted all non-critical air travel, international and domestic, for our employees.

Business Continuity Planning Teams have been activated regionally and are proactively monitoring regional changes regarding COVID-19. Escalation plans have been put in place to protect our customers, employees, and subcontractors as part of our standard business continuity plans and ensure appropriate precautionary measures are being taken.

Persons who have potentially been exposed, regardless of where or how, are requested to report so immediately, and we have provided subsequent guidance to all of our leaders, Human Resource teams, and employees on the process. Control measures to prevent further spreading will include, as appropriate: thorough worksite disinfection, preventive quarantining, and notification of all internal and external contacts (including recent customer contacts).

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

▶ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tracy Long, VP & GM Fire BSNA, Johnson Controls Fire Protection LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

r Yes r No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Facility_Security_RFP_030421 Thu February 25 2021 04:41 PM	₽ P	4
Addendum_7_Facility_Security_RFP_030421 Wed February 24 2021 01:48 PM	ᄝ	2
Addendum_6_Facility_Security_RFP_030421 Thu February 18 2021 12:56 PM	₽	2
Addendum_5_Facility_Security_RFP_030421 Wed February 10 2021 04:31 PM	⊽	1
Addendum_4_Facility_Security_RFP_030421 Thu February 4 2021 03:25 PM	ਰ	1
Addendum_3_Facility_Security_RFP_030421 Tue February 2 2021 02:17 PM	F	1
Addendum_2_Facility_Security_RFP_030421 Thu January 28 2021 01:03 PM	ঢ়	1
Addendum_1_Facility_Security_RFP_030421 Tue January 19 2021 12:31 PM	ন	1

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

RECOMMENDATION TO SELEMINTENDENT TOR SCHOOL BOARD ROLINDA
AGENDA ITEM NO. 9a
DATE OF SCHOOL BOARD MEETING: August 22, 2023
TITLE OF AGENDA ITEM: GCHS Football Team, Cheerleaders, and Band
DIVISION: Academic Services
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: (Type and Double Space)
According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field
trips must be approved by the School Board. The Gadsden County High School Football Team,
Cheerleaders and band are requesting approval for an out-of-state field trip to Tifton, GA.
Please see attached documentation.
FUND SOURCE: N/A
AMOUNT: N/A
PREPARED BY: Tammy McGriff
POSITION: Assistant Superintendent, Academic Services PreK-12
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 _____



THE SCHOOL BOARD OF GADSDEN COUNTY

Educating Every Student Luday, Making Gadyden Stronger Lunuirusy

FIELD TRIP REQUEST

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP **DATE OF REQUEST:** SCHOOL: CONTACT FOR FIELD TRIP: Russell Ellington 7/12/2023 Gadsden County High School WHO IS ATTENDING: (grade/organization) DATE OF TRIP: 9/22/2023 Football, Cheerleading, and Band LOCATION: TRAVELING BY: ✓ School Bus/District Vehicle Tift County High School; W 6th St, Tifton, GA 31794 Charter Bus **PURPOSE:** Football Game vs Tift County FUNDING source of this field trip: Please mark and "X" in the appropriate box **Students Fundraiser** School/District Budget SCHOOL BUS -Required items for approval: CHARTER BUS-Required items for approval: 1. Principal's signature 1. Principal's signature 2. Complete list of participants and chaperones 2. Complete list of participants and chaperones 3. Signed Permission Form for each participant. 3. Signed Permission Form for each participant. 4. Complete final itinerary 4. Complete final itinerary 5. Copy of charter bus contract with signatures 5. Documentation showing correlation of the Florida Standards or benchmark to the field trip request 6. Proof of Insurance showing either district or school as insured Approval of Principal (Signature required) Signature of Person Requesting Trip **APPROVED** DENIED Superintendent/Designee Date

Please forward the completed form via email, district mail or fax: Mrs. Euruka Fields, Program Assistant for Instructional Services Fax: (850) 627-3530 Email: fieldse@gcpsmail.com

Revised 1/24/2023



GADSDEN FFA CHAPTER

27001 Blue Star Memorial Hwy, Havana, FL 32333

Phone: (850) 662-2300 Fax: (850) 539-2863

website: www.gchs.gcps.k12.fl.us

Chelsea Franklin, Principal Athanasia Joiner, Co-Athletic Director Eric Toussaint, Athletic Director Elijah Key, Superintendent

FOOTBALL ITINERARY VS. TIFT COUNTY

SEPTEMBER 22 , 2023

1:00 pm – Departure from Gadsden County High

1:45 pm – Arrive at Golden Corral - Tallahassee, FL. (1630 N Monroe St, Tallahassee, FL 32303)

2:40 pm – Depart for Brodie Field (W 6th St, Tifton, GA 31794)

5:00 pm - Arrive at Brodie Field

11:00 pm* – Depart Martin Stadium for Gadsden County High

1:30 am – Arrive at Gadsden County High School

*TIME DEPENDS ON THE LENGTH OF THE GAME.

27001 Blue Star Memorial Hwy. 850-662-2300 Ext 2148 toussainte@gcpsmail.com



Gadsden County 23-24 Varsity Football Roster

Address

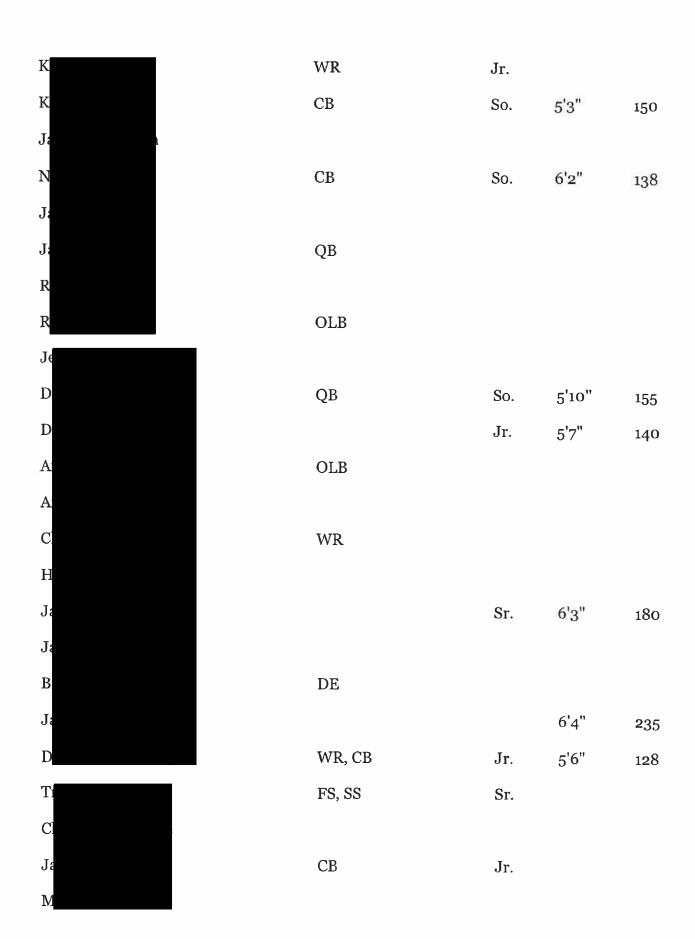
27001 Blue Star Memorial Havana, FL 32333

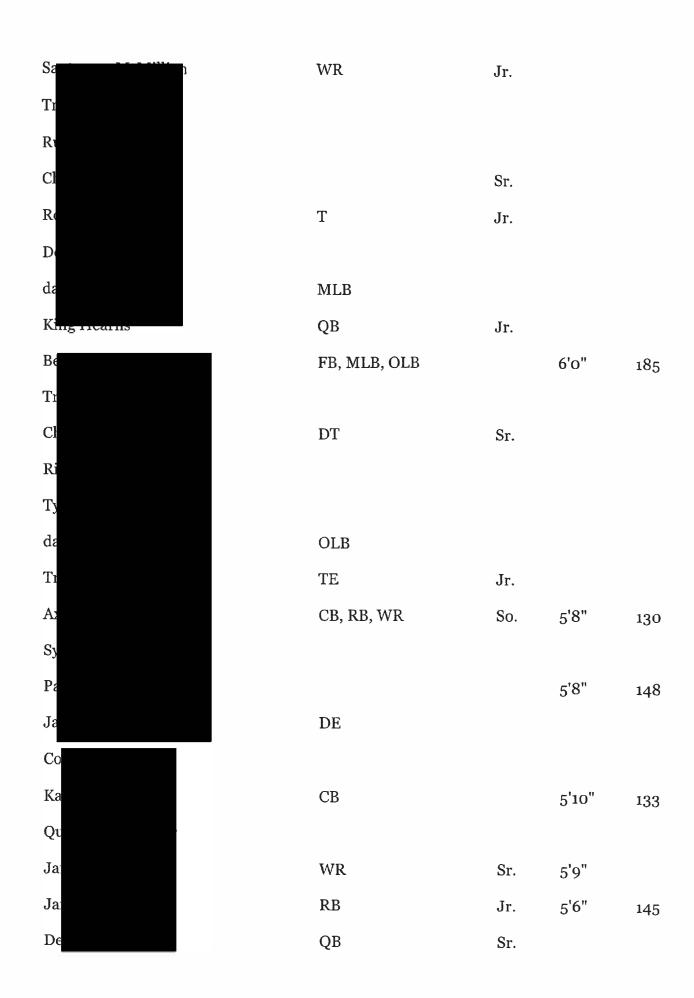
#	Name	Pos.	Gr.	Ht.	Wt.
1	Os	RB, WR, CB	Sr.	5'9"	175
1	Sh	QB	Sr.		
2	Q	СВ		6'1"	175
3	J	SS, SB	Jr.	5'11"	175
4	N	WR, CB	Sr.	6'1"	175
5	C	RB, CB		6'0"	180
6	K	FS, SS, WR		6'0"	165
7	Ka	SS, OLB		6'1"	181
7	Tr	RB	Jr.		
8	Aı	CB, WR	Sr.	6'3"	160
8	Sy	WR	Sr.		
9	Ke	WR, CB	Sr.	5'10"	160
9	Jo	DE, TE	Sr.	6'4"	232
10	Ta	OLB, DE, TE		6'3"	245
10	Je	DE	Jr.		
11	C	RB		5'6"	140
11	R	СВ	So.	6'1"	160
11	Ja	QB	Jr.	5'11"	165
12	\mathbf{T}^{-1}	CB, SS, FS	Jr.	5'10"	155
12	C	QB	Jr.		
13	M	SS, WR	Sr.	6'1"	175

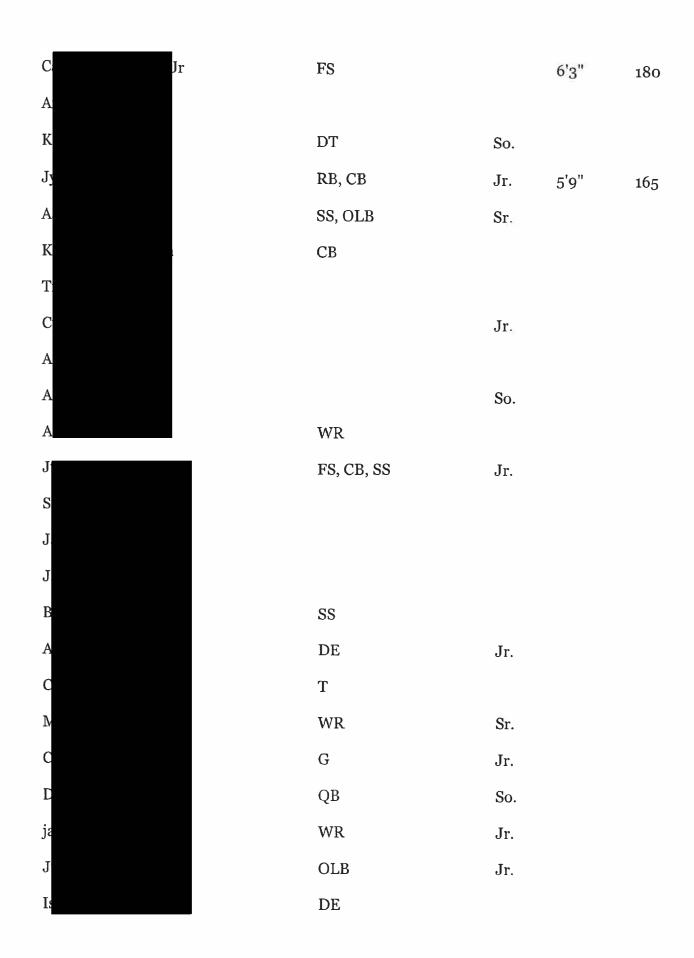
13	Zł		WR	Jr.	5'9"	170
14	kł		WR	Sr.		
14	D	r	QB			
15	Ju		FS	Jr.	6'1"	170
17	Ja		СВ		5'11"	175
18	Ja		QB	Jr.		
19	M		OLB, DE		6'2"	195
19	C		QB	Jr.	6'0"	
20	С		OLB, SS	Sr.		
20	Le	i k	RB		5'7"	170
21	Ja	P D	CB, WR	Sr.	5'10"	170
21	Ja	s	SS, WR	Fr.	5'8"	160
21	K	3	RB	Sr.	5'10"	160
22	C	oll	MLB, FB	Sr.	5'10"	210
23	В	Er Lei				
25	J	ż.	FB		6'0"	190
26	Is	rá	СВ	So.		
26	M	¢	MLB	Jr.	5'10"	187
27	Z	on	MLB, FB	Sr.	5'10"	200
28	ja	ri	WR	Jr.		
30	В		DE, TE		6'2"	215
33	D	dson	RB, WR, CB	Jr.	5'11"	155
34	C	on	DE, OLB			
34	N	à	СВ	Sr.		

35	Ch	OLB, SS		5'10"	165
38	Ja	WR	So.	5'10"	
40	Ra	OLB, MLB	Sr.		
41	DI	OLB, MLB			
42	Ke	FB, RB, OLB		6'0"	170
44	ja	TE, DT			
44	Ja	DT			265
45	Aa	MLB, OLB	Sr.	5'11"	173
47	Cı	K, P		5'10"	160
48	E	G, TE		6'0"	240
49	J	RB, WR		5'8"	150
50	A	G, LS	Jr.	5'10"	220
51	Q .	T, G	Jr.	6'o"	255
51	F	TE, DE		6'4"	225
52	P	DT	Jr.	5'8"	215
53	J	MLB, DE	Jr.		
54	I	С	Sr.	5'10"	250
55	I	G, DT		6'2"	310
55	A	DT			
57	F	DT, G	Jr.	6'3"	330
58	Al	G		6'2"	260
59	La	T	Jr.		
60	Ja	G, T	So.	6'0"	250
62	Sa	DE		6'3"	198
62	T	C, G		5'10"	297

65	Ту	T, DT	Sr.		
65	Ch	FB, DE	Sr.	6'1"	245
66	La	NG, DT		5'10"	240
68	D	G	Jr.		
78	N	T, NG	Sr.	6'4"	326
80	Et	WR	Sr.		
84	da	DE, K	So.	6'2"	200
84	Tyror watton	WR		6'1"	160
85	Ja	WR	Jr.	6'0"	130
85	М	WR		6'2"	192
87	Da	WR			
88	Dé	WR		5'5"	150
88	da	TE, SS, WR	So.	6'4"	170
96	М	DE			
99	Ke	DE, DT	Jr.	5'11"	250
	Cı				
	Ja				
	Is	MLB	Jr.		
	Je				
	${f M}$				
	Q	Т	Jr.		
	je	FB	Jr.		
	sy	DT, DE			
	T				
	Taronto Martin	CB, SS	Jr.		









Fwd:

1 message

Ronterrius James <jamesronterrius@gcpsmail.com>
To: Priscilla Jackson-Clark <jackson-clarkp@gcpsmail.com>

Tue, Jul 18, 2023 at 4:08 PM

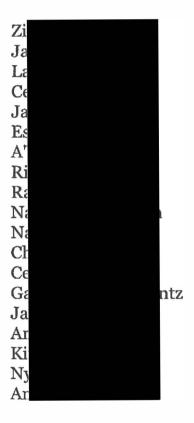
----- Forwarded message -----

From: Johnika Moss <mossj@gcpsmail.com>

Date: Tue, Jul 18, 2023 at 4:04 PM

Subject:

To: Ronterrius James <jamesronterrius@gcpsmail.com> CC: Maresha Alexander <alexanderm@gcpsmail.com>



Coaches Johnika Moss Erin Shields

[&]quot;Always remember you are braver than you believe, stronger than you seem, smarter than you think and twice as beautiful as you'd ever imagined." — Rumi

Flute / Piccolo

- A
 T
 Menuez, wiya >
- Clarinet
 - 4. Da5. Du h106. Ja7. Ou
- Saxophones
 - 8. B 9. Ja 10. C 1 11. H
- **Trumpets**
 - 12. D 9
 13. C
 14. N
 15. H

- 16. Jd 17. W
- **Trombones**
- 18. Cl 19. Jo Jo 20. Ann,
- Baritone/ Euphonium
 - 21. O 10 22. C h,
- Tuba/ Sousaphone
 - 23. H 24. Kenned), samuten 11 25. Rd 26. Rt
- Percussion
 - 27. M 28. M M

- 29. W
 30. Ja
 31. Sa
 32. Sh
 33. W
 34. Pr
 12
 35. Br
 En
 36. Jo
 37. W
- Dance
 - 38. Wall 39. Wo 40. Ha 41. Gre 42. Vel 43. Ayo 44. Jor 45. Am 46. Tra 47. Ma 48. Mil

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b
Date of School Board Meeting: August 22, 2023
TITLE OF AGENDA ITEM: 2023-2024 Official District-wide Assessment Calendar
DIVISION: Academic Services
This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM:
This item is submitted as the official district-wide assessment calendar for the 2023-2024 school year. It reflects the district and state assessment dates.
FUND SOURCE: N/A
AMOUNT: N/A
PREPARED BY: Academic Services
POSITION: Assistant Superintendent, Academic Services PreK - 12
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 _____



According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition					
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)					
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."					
B.E.S.T.	Benchmarks for Excellent Student Thinking					
CBT	Computer-Based Test					
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, F.A.C.					

Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need					
District Window	The selected dates within the statewide window during which a district will administer a given assessment					
District-Required Assessments	Assessments required by the school district for students in a specific grade or course					
ELA	English Language Arts					
EOC	End-of-Course					
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results					
FAST	Florida Assessment of Student Thinking					
FCLE	Florida Civic Literacy Exam					
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.					
FSA	Florida Standards Assessments					
FSAA	Florida Standards Alternate Assessment					
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.					
NAEP	National Assessment of Educational Progress					
NGSSS	Next Generation Sunshine State Standards					
PBT	Paper-Based Test					

Rule 6A-1.094224, F.A.C. Form ARM 001 Effective August 2023 Updated August 8, 2023

PM1	The baseline administration of FAST Progress Monitoring in the beginning of the school year.					
PM2	The midyear administration of FAST Progress Monitoring in the middle of the school year.					
PM3	The summative administration of FAST Progress Monitoring at the end of the school year.					
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(8)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration					
	occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(8)(b)2., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.					
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test					
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction					
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.					
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment					
Testing Time	The amount of time individual students are each given to respond to test items on each test					
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs and as part of the criteria to extend an educator's temporary teaching certificate.					
VPK	Voluntary Prekindergarten Education Program					

2. Test, Type, and Purpose/Use

DOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district but should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Туре	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs	Ls Diagnostic Measure English language acquisition of ELLs		s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
Coordinated Screening and Progress Monitoring Program	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1008.25(8), F.S. s. 1008.2125, F.S. s. 1002.68 Rule 6M-8.601, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(4), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(4)(b), F.S.
FAST PM1 and PM2	Progress Monitoring	Provides information regarding whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been.	

B.E.S.T. EOC	Summative	Purpose: FAST PM3, B.E.S.T., Florida Standards, Next Generation Sunshine State Standards assessments measure student	s. 1002.38, F.S.
FAST PM3	Progress Monitoring/Summative	achievement of Florida's academic standards s. 1003.4156, F.S.	
FSA	Summative	Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school	s. 1003.4282, F.S. s. 1004.04, F.S.
FSAA	Summative	grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit	s. 1004.85, F.S. s. 1008.22, F.S.
NGSSS EOC	Summative	Acceleration Program; school improvement plans; school, district, state, and federal reporting	s. 1008.25, F.S. s. 1008.33, F.S.
Statewide Science Assessment	Summative		s. 1008.34, F.S. s. 1012.34, F.S. s. 1012.56, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. Rule 6A-1.09422, F.A.C.

SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
-----	-----------	---	---

Gadsden District 2022-23 Uniform Statewide Assessment Calendar

3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students To Be Tested	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1 (4yr olds ONLY)	Students enrolled in VPK	Aug 21 – Sept 1, 2023	CBT	10–20 minutes	Immediately following test completion
FAST PM1	K-Grade 1 ELA Reading	Aug 21- Aug 31, 2023	СВТ	10-20 minutes	Immediately following test completion
FAST PM1	Grade 2 ELA Reading	Aug 21- Aug 31, 2023	CBT	15–20 minutes	Immediately following test completion
FAST PM1	K–Grade 2 Mathematics	Aug 21- Aug 31, 2023	CBT	20-30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	Aug 21- Aug 31, 2023	СВТ	90 minutes	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	Aug 21- Aug 31, 2023	CBT	80 minutes	Immediately following test completion

Rule 6A-1.094224, F.A.C.

		ZOZJ ZOZ4			
FAST PM1	Grades 6–8 Mathematics	Aug 21- Aug 31, 2023	CBT	100 minutes	Immediately following test completion
FSAA - Datafolio⁴	Grade 3-10 ELA (Reading & Writing) Grades 3-8 Mathematics Grades 5 & 8 Science Civics EOC Álgebra 1 EOC Geometry EOC Biology EOC US History EOC	Collection Periods: Sept – Oct 2023 Nov – Dec 2023 March – April 2024	PBT	Varies/Untimed	June 2024
Retakes Algebra 1 EOC Geometry EOC FAST ELA Reading	Student previously enrolled in the associated course and failed EOC	Sept 11 – Sept 22, 2023	CBT	160 minutes	January 2024
Retakes Biology EOC Civics EOC US History	Student previously enrolled in the associated course and failed EOC	Nov 27 – Dec 18, 2023	CBT	160 minutes	January 2024

FCLE (Civics)	Students enrolled in associated courses	Dec 11 – Dec 15, 2023	CBT ¹	160 minutes ²	Immediately following test completion
VPK FAST PM2 (4yr olds ONLY)	Students enrolled in VPK	Jan 9 – Jan 27, 2024	CBT	10–20 minutes	Immediately following test completion
FAST PM2	K-Grade 1 ELA Reading	Dec 4 – Dec 15, 2023	CBT	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	Dec 4 – Dec 15, 2023	CBT	15–20 minutes	Immediately following test completion
FAST PM2	K-Grade 2 Mathematics	Dec 4 – Dec 15, 2023	CBT	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	Dec 11 – Dec 22, 2023	СВТ	90 minutes	Immediately following test completion
FAST PM2	Grades 3–5 Mathematics	Dec 11 – Dec 22, 2023	CBT	80 minutes	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	Dec 11 – Dec 22, 2023	CBT	100 minutes	Immediately following test completion

FSAA - Datafolio ⁴	Grade 3-10 ELA (Reading & Writing) Grade 3-8 Mathematics Grades 5 & 8 Science Algebra 1 EOC, Geometry EOC US History EOC, Biology EOC, Civics EOC	Collection Period 3: March 11 – April 26, 2024	РВТ	Varies/Untimed	June 2024
FSAA – Performance Task ⁵	Grade 3-8 ELA & Mathematics Grades 4-8 Writing Grades 5 & 8 Science Civics EOC	Feb 27 – April 12, 2024	PBT	Varies/Untimed	June 2024
ACT ⁶	Grade 11 students in districts that selected ACT	N/A	СВТ	175 minutes	3–8 weeks after test administration
SAT ⁶	Grade 11 students in districts that selected SAT	March 7, 2024	CBT	180 minutes	2–4 weeks after test administration
VPK FAST PM3 (4yr olds ONLY)	Students enrolled in VPK	April 24 – May 3, 2024	СВТ	10–20 minutes	Immediately following test completion
FAST PM3	K-Grade 1 ELA Reading	April 29- May 10, 2024	СВТ	10–20 minutes	Immediately following test completion
FAST PM3	Grade 2 ELA Reading	April 29- May 10, 2024	CBT	15–20 minutes	Immediately following test completion

		2023-20			
FAST PM3	K-Grade 2 Mathematics	April 29- May 10, 2024	CBT	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 6-May 17, 2024	CBT ¹	120 minutes	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 6 -May 17, 2024	CBT ¹	100 minutes	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 6-May 17, 2024	CBT ¹	120 minutes	Immediately following test completion
FSAA Performance Task ⁵	Grades 9 & 10 ELA Reading & Writing Algebra I EOC Geometry EOC Biology EOC US History EOC	Mar 13 – April 28, 2024	PBT	Varies/Untimed	June 2024
FCLE (Civics)	Students enrolled in associated courses	May 6 – May 10, 2024	CBT	160 minutes	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOC	Students enrolled in associated courses	May 6 – May 17, 2024	CBT ¹	160 minutes	June 2024
Biology 1, Civics, and U.S. History EOC	Students enrolled in associated courses	May 6 – May 17, 2024	CBT ¹	160 minutes ³	June 2024

NGSSS Statewide Science	Grades 5 and 8	May 6 – May 10, 2024	PBT	160 minutes	June 2024

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan. ²
Any student taking an EOC assessment aligned to the Florida Standards or the B.E.S.T. Standards who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate "N/A" in the District Window column.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students To Be Tested	District Window	Mode	Testing Time	Results Expected
FSA ELA Writing Retake	Students previously enrolled in associated course and failed EOC	Sept 11 – Sept 22, 2023	CBT ¹	120 minutes ²	December 2023
FSA ELA Reading Retake	Students previously enrolled in associated course and failed EOC	Sept 11 – Sept 22, 2023	CBT ¹	180 minutes ²	December 2023

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ The FSAA—Datafolio is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the FSAA—Performance Task is inappropriate, even with accommodations.

⁵ The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations. ⁶ Each district must choose to administer *either* the ACT or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

FSA Algebra 1 and	Students previously	Sept 11 – Sept 22, 2023	CBT ¹	180 minutes ²	October 2023
Geometry EOC Retake	enrolled in associated course and failed EOC				
NGSSS Biology 1, Civics, and U.S. History EOC Retake	Students previously enrolled in associated course and failed EOC	olled in associated Sept 11 – Sept 22, 2023 CB1 100 minutes		160 minutes ³	October 2023
FSAA—Performance Task ⁶ Grade 10 ELA and Algebra 1 EOC Makeup		Sept 25 – Oct 13, 2023	PBT	Varies/Untimed	December 2023
NAEP	Age 13 Students	Jan – Mar 2024	PBT	90 minutes	Summer 2024
PSAT/NMSQT	Grade 10	October 2023	PBT	165 minutes	January 2024
ACCESS for ELLs	Grades K-12 currently classified as ELL with "LY" code	Jan 22 – Mar 15, 2024	PBT	Kindergarten: 45 minutes Grades 1–12: 105 – 245 minutes (varies by grade- level/tier)	June 2024
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with "LY" code	Jan 22 – Mar 15, 2024	PBT	80 minutes	June 2024

FSA ELA Grade 10 Retake – Writing	Students previously enrolled in associated course and failed EOC	Feb 19 – Mar 8, 2024	CBT ¹	120 minutes ²	May 2024
FSA Algebra 1 Retake EOC ⁵	Students previously enrolled in associated course and failed EOC	Feb 19 – Mar 8, 2024	CBT ¹	180 minutes	May 2024
ELA Writing Test	Grades 4–10 ⁷	April 1 -12, 2024	CBT	120 minutes	N/A
B.E.S.T. Algebra 1 and Geometry EOC		July 15- July 19, 2024	CBT ¹	180 minutes	August 2024
NGSSS Biology 1, Civics, and U.S. History EOC		July 15 – July 19, 2024	CBT ¹	160 minutes ³	August 2024

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan. ² Any student taking an ELA Retake or EOC assessment aligned to the Florida Standards who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day. ³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day. ⁴ If indicated, "applicable students" relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁵ The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

⁶ The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations. ⁷ The Writing Field Test, which will be aligned to the B.E.S.T. standards, will be administered to a representative sample of Florida students.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students To Be Tested	District Window	Mode	Testing Time	Results Expected
iReady Diagnostic: Reading	K-8	August 14 – 18, 2023	СВТ	Suggested 50 minutes (K-1) 90 minutes (2-8)	1 week after
iReady Diagnostic: Math	K-8	August 14 – 18, 2023	СВТ	Suggested 50 minutes (K-1) 90 minutes (2-8)	
District Diagnostic: STAR Reading & Math	K-10	August 14 – 18, 2023	СВТ	Suggested 20-30 minutes	
Achieve 3000 Level Set	6-12	August 14 – 18, 2023 January 8 - 22, 2024 April 15 – 26, 2024	СВТ	60 minutes	
STAR Progress Monitoring	K-10	October 16 – 20, 2023 February 5 – 9, 2024 March 25 – 29, 2024	CBT		
Benchmark Comprehensive Assessment (BCA)	HeadStart	Aug 21 – Sept 22, 2023 Nov 27 – Dec 15, 2023 April 15 – May 3, 2024	СВТ		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c
DATE OF SCHOOL BOARD MEETING: August 22, 2023
TITLE OF AGENDA ITEM: 2023-2024 Student Progression Plan
DIVISION: Academic Services
XThis is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM: (Type and Double Space)
The purpose of this item is to provide awareness of the Student Progression Plan for the 2023-2024
school year. The plan has been revised to reflect the new Florida standards and progress monitoring
tools. The plan also explicitly outlines requirements for student progression.
FUND SOURCE: N/A
AMOUNT: N/A
PREPARED BY: Tammy McGriff
POSITION: Assistant Superintendent, Academic Services PreK-12
INSTRUCTIONS TO BE COMPLETED BY PREPARER
0Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered

Gadsden County Public Schools

2023-2024

STUDENT PROGRESSION PLAN



Elijah Key

SUPERINTENDENT OF SCHOOLS 35 MARTIN LUTHER KING JR. BLVD QUINCY, FL 32351 TEL: (850) 627-9651

FAX: (850) 627-2760 www.gadsdenschools.org

Educating Every Student Today Making Gadsden Stronger Tomorrow

CATHY S. JOHNSON DISTRICT NO. 1 HAVANA, FL 322333 MIDWAY, FL 32343 STEVE SCOTT DISTRICT NO.2 QUINCY, FL 32351 HAVANA, FL 32333 LEROY McMILLON DISTRICT NO. 3 CHATTAHOOCHEE, FL 32324 GREENSBORO, FL 32330 CHARLIE D. FROST DISTRICT NO. 4 GRETNA, FL 32332 QUINCY, FL 32352 KAREMA D. DUDLEY DISTRICT NO.5 QUINCY, FL 32353

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

TABLE OF CONTENTS

CONTEN Foreword		PAG 3
Core Belie Vision and	ets I Mission Statements	9 9
	TARY SCHOOL (KINDERGARTEN THROUGH FIFTH GRADE)	-
I.	Admission and Enrollment	11
	A. Admission	
	B. Enrollment Guidelines	
	C. Transfers From Out-of-State Schools or Out-Of-County Schools D. Transfers from K-5 Home Education	
	E. Screening Activities for New Enrollees	
II.	Elementary Instruction	14
	A. Regular Program – General Program Requirements	
	B. Promotion From Kindergarten to Grade 1	
	C. Promotion From Grade 1 to Grade 2 and Grade 2 to Grade 3	
	D. Promotion From Grade 3 to Grade 4	
	E. Promotion From Grade 4 to Grade 5 and Grade 5 to Grade 6	
	F. Retention Decisions & The Role of Judgement G. Social Promotion	
	H. Grades/Attendance	
	I. English Language Learners (ELL)/ Limited English Proficient (LEP)	
III.	Assessments	19
	A. Statewide Assessment Program	
	B. Screening and Diagnostic Assessment	
	C. Regular District or Classroom Assessment	
IV.	Intervention and Remediation	19
	A. Substantial Deficiency in Reading	
	B. Remediation and Supplemental Instruction	
V.	Parent Notification and Progress Monitoring	19
	A. Danger of Failure Notification	
	B. Notification Language	
	C. Grade 3 Retention Notification	
	D. Frequent Monitoring of Student Progress	
	E. Annual Parent Notification Requirements	
VI.	Instructional Program for Retention Year	20
	A. Intensive Instruction	
	B. Grade Retention	
VII.	Instructional Program for Students with Multiple Retentions	21
VIII.	Grade Three Mandatory Retention Exemptions	21
	A Good Cause Exemption Determination Process	

		B. Good Cause Exemptions	
	IX.	Other Retention Waivers A. Social Promotion B. Good Cause Retention Waiver	22
	X.	Mid-Year Promotion of Students Retained in Grade Three A. Mid-Year Promotion B. Mid-Year Promotion Prior to November 1 C. Mid-Year Promotion After November 1 D. Mid-Year Promotion Authority E. Progress Monitoring Plan (PMP)	22
	XI.	Procedures for Retained Students Not Promoted Mid-Year	23
	XII.	Acceleration	24
	XIII.	Instructional Program	25
	XIV.	Student Rights for Instruction	26
	XV.	Grading of Student Performance	27
	XVI.	Report Cards	34
M	IDDLE	SCHOOL (SIXTH THROUGH EIGHTH GRADE)	
	I.	Admission and Enrollment A. Admission B. Enrollment Guidelines	36
	II.	Middle School Instruction A. Regular Program – General Program Requirements B. Program of Study	38
	III.	Middle School Promotion Requirements A. Successful Completion of Courses B. Civic Instruction C. Career and Education Planning Course D. Mental Health E. Required Parent Meeting	43
	IV.	Required Remediation in Reading and Mathematics A. Intensive/Integrated Reading B. Intensive/Integrated Mathematics	46
	V.	Grading System A. Teacher Authority B. Secondary Grading Guidelines C. Assignment of Final Grades D. Teacher Comments E. Frequency of Report Card Distribution F. Danger of Failure	46

	H. Retention Decisions & The Role of Judgement	
VI.	Expected Performance Levels A. Chart of Grade Level Performance Levels B. Students with Disabilities	53
VII.	Retention A. More Than Two Failures B. Two Failures (Grades 6 or 7) C. One Failure D. Promotion to Grade 8 or 9 E. Conditional Promotion (Grade 7 or 8) F. English Language Learners (ELL) Limited English Proficient (LEP) Promotion/Retention G. Summer School in Other Districts H. Other Reasons	54
VIII.	Acceleration Policy	55
IX.	Parent Notification	58
Χ.	Progression for English Language Learner/Limited English Proficient Students A. English Language Learners (ELL)/Limited English Proficient (LEP) Reading Instruction B. English Language Learners (ELL)/Limited English Proficient (LEP) Reading Performance	58
XI.	High School Credit for Middle School Students A. Courses Available B. Grade Forgiveness C. Awarding of Credit	59
XII.	Transfers From Other Schools A. Foreign Students B. Military Children C. Home Education D. Virtual Education Programs E. Full-Time Virtual Student Education	60
XIII.	Student Rights for Instruction A. Equal Access B. English for Speakers of Other Languages (ESOL) C. Appropriate Use of Primary Language D. Teen Parent Program E. Discrimination F. Grievance Procedures	63

G. Parent/Teacher Conferences

HIGH SCHOOL (NINTH THROUGH TWELVTH GRADE)

I.	Admission and Enrollment A. Admission B. Enrollment Guidelines	66
П.	Transfer of Credits and Placement Procedures A. Procedures of Transfer B. Requirements for Transfer, Foreign-Born and/or ELL/LEP Students C. Institutions with Automatic Credit Approval for Transfer D. Transfer from Non-Accredited and Foreign Schools E. Transfer from Home Schools F. Validation of Credit G. Transfer from Foreign Exchange Students H. Transfer of Credit: Educational Opportunity for Military Children	67
ш.	Promotion Requirements and Grade Level Classification A. Number of Credits Required for Promotion B. State Scheduling Requirements C. High School Courses Taken in Middle School D. Requirements for Promotion and Graduation at the High School Level E. Promotion Requirements for Students with Disabilities with an IEP	71
IV.	Programs of Study and Diploma Options A. Standard Diploma Options	73
V.	Alternative Education Options A. Dropout Prevention Programs B. Performance-Based Diploma Program C. Performance-Based Exit Option Program D. Home Education E. Home Education Students and High School Graduation F. Virtual Education Programs G. Virtual Schools	76
VI.	Additional Secondary and Post Secondary Credit-Earning Options A. Advanced Placement B. Dual Enrollment C. The Credit Acceleration Program (CAP) D. Early Admission to Colleges and Universities E. Nationally Recognized Industry Certification F. Career and Technical Education Program Articulation	80
VII.	Academically Challenging Curriculum to Enhance Learning (ACCEL) Procedures School Students	82
VIII.	Course Credit (F.S.1003.436) A. Courses Excluded from Credit Awarding (F.S.1003.43(7)) B. Course Substitutions and Waivers (F.S.1003.4282) Annual Course Code Directory C. National Collegiate Athletic Association (NCAA) Eligibility D. Course Titles on Transcripts E. Determination of Mastery of Student Performance	83

Drop/Add Timelines, Procedures, and Grading for Dual Enrollment and Virtual Courses A. Timelines for Dropping Dual Enrollment Courses	86
** *	
C. Grade Assignments for Dropped Courses D. ESE Considerations	
Reading Remediation (F.S. 1003.428(2)(C))	88
Remediation	88
Promotion, Retention, and Promotion with Instructional Support A. Promotion Notification of Process B. Parent Notification of Potential Failure C. Retention for ELL/LEP	88
Requirements for Curriculum, Instruction, and Assessment A. Career and Professional Academies	90
B. Requirements for English Language Learner InstructionC. Requirements for Participation in Statewide Assessment	
Community Service	90
A. Requirements for Credit and Reporting	
Student Rights and Instruction A. Statement of Non-Discrimination B. Provisions for English Language Learners (ELL) C. Equity and Non-Discrimination/Harassment Policy D. Participation E. Board Policy on Non-Discrimination F. Grievance Procedures	91
 Grading and Grade Point Average (GPA) A. Quality Points for Grades (F.S. 1003.437) B. Quality Points for Honors, CTE, Advanced Placement, and Dual Enrollment Courses C. Computation of Grade Point Average (GPA) D. GPA and Other Eligibility Requirements for Interscholastic Activities (F. S. 1006.15(2)) E. Graduation GPA (F. S. 1007.27 (6)) F. Level J. Courses and Graduation Credit 	92
Grading and Student Performance A. Teacher Authority and Responsibility for Grades B. Grading Scale C. Quarterly Grades D. Determination of Final Course Grades E. Semester Exams for Weighted Courses F. Failure of One Semester of a One-Credit Course	94
	Virtual Courses A. Timelines for Dropping Dual Enrollment Courses B. Timeline for Dropping Virtual School Courses C. Grade Assignments for Dropped Courses D. ESE Considerations Reading Remediation (F.S. 1003.428(2)(C)) Remediation Promotion, Retention, and Promotion with Instructional Support A. Promotion Notification of Process B. Parent Notification of Potential Failure C. Retention for ELL/LEP Requirements for Curriculum, Instruction, and Assessment A. Career and Professional Academies B. Requirements for English Language Learner Instruction C. Requirements for Participation in Statewide Assessment Community Service A. Requirements for Credit and Reporting Student Rights and Instruction A. Statement of Non-Discrimination B. Provisions for English Language Learners (ELL) C. Equity and Non-Discrimination/Harassment Policy D. Participation E. Board Policy on Non-Discrimination F. Grievance Procedures Grading and Grade Point Average (GPA) A. Quality Points for Honors, CTE, Advanced Placement, and Dual Enrollment Courses C. Computation of Grade Point Average (GPA) D. GPA and Other Eligibility Requirements for Interscholastic Activities (F. S. 1006.15(2) E. Graduation GPA (F. S. 1007.27 (6)) F. Level 1 Courses and Graduation Credit Grading and Student Performance A. Teacher Authority and Responsibility for Grades B. Grading Scale C. Quarterly Grades D. Determination of Final Course Grades E. Semester Exams for Weighted Courses

F. English Language Learners (ELL)/Limited English Proficient (LEP) Credit G. Variety of Instructional Techniques and Instructional Media

	G. Reporting of Grades and Attendance	
	H. Grade Challenge	
	I. Incomplete Grade	
	J. Grade Replacement/Forgiveness	
	K. End-Of-Course Examination Retakes	
	L. Required Information for Report Cards	
	M. Recognition of Graduates	
	N. Report Card Requirements and Distributions	
	O. Instruction and Attendance Requirements for Credit Earning P. Excused Absences	
	Q. Make-up Work Following an Excused Absence	
	R. Timelines for Make-up Work Following an Excused Absence	
	S. Unexcused Absences	
	T. Attendance and Academic Performance Expectations/Exemptions (F.S. 10	103 33)
	U. Full-Time Students	103.33)
	V. Accommodations for Eligible Students	
	W. Student Re-enrollment	
******		101
XVIII.	Diplomas and Certificate of Completion Options	101
	A. Standard Diploma	
	B. Certificate of Completion C. Special Diploma (Special Contification of Completions)	
	C. Special Diploma/Special Certification of Completions D. Graduation Plans	
	E. Certificate of Completion and Commencement	
	E. Certificate of Completion and Commencement	
K-12 Exc	eptional Student Education Student Progression	103
Appendic	es	
	ndix A: Educational Opportunity for Military Children	119
	ndix B: Request for Elementary Acceleration	128
	ndix C: Elementary Performance Contract	129
	ndix D: Middle Grades Students and EOC Assessment Requirements	130
Apper	ndix E: Middle Grade Fast-Track Mathematics Criteria	131
Apper	ndix F: Request for Middle Grades Acceleration	132
Apper	ndix G: Academically Challenging Curriculum to Enhance Learning	133
	Learning (ACCEL) Middle Grades Performance Contract	
	ndix H: Mastery Exam Request	134
	ndix I: Graduation Requirements for Florida's Statewide Assessment	135
	ndix J: College Readiness Courses	141
	ndix K: Foreign Exchange Program Requirements	142
	ndix L: Third Grade Student Progression – Technical Assistance	144
Apper	adix M: House Bill 7069 Changes to Assessment, Accountability and Student Progression	150
Apper	and Student Hogression ndix N: Graduation Requirements for Displaced Puerto Rico High	155
	School Students	
	ndix O: Multi-Tiered System of Supports	157
	ndix P: Request for Assignment to Next Grade for Good Cause	158
	ndix Q: Standard Diploma Requirements	159
Apper	ndix R: Curriculum & Instruction Department Transfer Record from Non Public to Public School Kindergerten and Grade 1 (2020, 2021)	161
Annor	Non-Public to Public School Kindergarten and Grade 1 (2020-2021)	162
Appel	ndix S: Verification of Residence	102

FOREWORD

In 1976, The Florida State Legislature passed into law the Educational Accountability Act of 1976, which includes the statutory requirement that each school district in the State of Florida establish a comprehensive program for pupil progression.

In 2003, the Legislature enacted Florida Statute 1008.25, which changed the name of this document from Pupil Progression Plan to Student Progression Plan and requires more stringent student performance for promotion and greater communication with parents regarding progress, including the publication of annual reports in the local newspaper.

The Student Progression Plan is revised and updated annually, based on input from school and district personnel and legislative and State Board Rule changes. This plan is written in the best interest of individual students and complies with the State Statutes and directives from the Florida Department of Education. All district level and school level instructional personnel, parents, and students are encouraged to study the requirements of the Gadsden County Schools Student Progression Plan, with the understanding that the legislative intent is to raise the quality of education in Florida schools.

Promotion, remediation, retention, or specific assignment procedures contained in this plan are designed to ensure that each student's grade placement is made to serve the best interests of the student and are in accordance with F.S.1008.25 and all other relevant state and school board rules.

The Gadsden County Public School District has a strategic plan in place to improve instruction and student achievement in all of its schools. The plan incorporates many of the Best Practices recommended by the guidelines of Florida's Office of Program Policy Analysis and Governmental Accountability (OPPAGA).

Every student in the Gadsden County public school system is expected to make satisfactory progress through the grades and achieve a level of academic proficiency and social/emotional development which will enable him/her to benefit from instruction at the next grade level. The Gadsden County Student Progression Plan implements school board policy and establishes procedures to be followed. It provides each student enrolled in the Gadsden County public schools with the maximum opportunity to succeed in school.

All Gadsden County Public Schools are expected to make every reasonable effort to assist students in meeting promotion and/or graduation requirements.

The Gadsden County School District is on a journey toward achieving excellence. Our students are the reason we exist, and everything we do must be focused on the things that are in their best interest. From this perspective, we will continue to be committed to collaborating with all stakeholders to better prepare our students for life in a global society.

CORE BELIEFS

The Gadsden County School District believes that:

- ➤ all students will learn when instruction is engaging, rigorous, differentiated and individualized;
- learning environments must be safe and supportive;
- > schools exist to foster the development and well-being of the whole child;
- > understanding and respecting diversity enriches students' lives;
- > every student has a right to a high quality education;
- > success requires shared responsibility, collaboration and communication among all staff, families, students and the community;
- > engaged families combined with highly effective teachers and school leaders are the central components of a successful school;
- > positive character education is essential to whole child development;
- ➤ high-quality customer service is a critical component of high-quality education;
- > everyone must be held to the highest ethical standards to achieve excellence;
- > everyone must contribute to and be held accountable for student achievement; and
- > all district services must clearly be linked to student achievement.

VISION

The Gadsden County Public Schools comprises a system of excellence that prepares ALL students to live and successfully compete in a global society.

MISSION

The mission of Gadsden County Public Schools is to collaborate with all stakeholders to provide a safe, caring, rigorous and engaging instructional environment in which students can learn and succeed.



"Doing the best at this moment puts you in the best place for the next moment."

Oprah Winfrey



LEGAL BASIS OF THE STUDENT PROGRESSION PLAN

A. S. 1008.25 Public school student progression; remedial instruction; reporting requirements. It is the intent of the Legislature that each student's progression from one grade to another be determined, in part, upon proficiency in reading, writing, science, and mathematics; that district school board policies facilitate such proficiency; and that each student and his or her parent be informed of that student's academic progress.

ELEMENTARY SCHOOL (Grades K - 5)

I. ADMISSION AND ENROLLMENT

A. ADMISSION:

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

1. First Entry to Gadsden County Schools

Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))

- Evidence that the parent(s)/guardian(s) are legal residents of the school's attendance area or have district-approved registration through School Choice procedures.
- b. A valid Florida Certificate of Immunization from a health professional.
- c. Kindergarten through 6th grade immunizations required for entry:
 - (1) 4-5 doses of DTP or DTap (If the 4th dose is administered after the 4th birthday, a 5th dose is not required);
 - (2) 3-5 doses of polio, final dose must be administered after 4th birthday;
 - (3) 2 doses of MMR;
 - (4) 2 doses of Varicella or documentation of chicken pox disease;
 - (5) 3 dose of Hepatitis B;
- d. A certificate showing a physical examination within 12 months prior to enrollment
- 2. Upon initial admission or entry from one attendance zone to another in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:
 - a. Owned residence
 - (1) copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption, and
 - (2) a copy of a current electric bill or initial order for service; and
 - (3) one of the following current documents:
 - (a) auto registration
 - (b) driver's license
 - (c) voter's registration
 - (d) Florida ID

- b. Rented or leased residence
 - (1) Copy of current lease, rental agreement, or a notarized letter from the landlord, and
 - (2) Copy of a current electric bill or initial order for service; and
 - (3) One of the following current documents:
 - (a) Auto registration
 - (b) Driver's license
 - (c) Voter's registration
 - (d) Florida ID
- c. Non-primary owner or renter (families living with families):
 A Verification of Residency Form must be completed by primary and non-primary owner or renter. This form is for one school year only.
- d. If applicable, legal documents, i.e. a copy of current judgment of divorce (dissolution of marriage) or other court order establishing the right of custody should be presented at time of enrollment.

B. ENROLLMENT GUIDELINES

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

The following guidelines govern the enrollment of students into the elementary schools of Gadsden County, Florida:

1. KINDERGARTEN

Any child who has attained the age of five years on or before September 1, will be admitted to kindergarten at any time during that school year.

2. FIRST GRADE

Any child who has attained the age of six years on or before September 1, will be admitted to first grade if kindergarten has been successfully completed. Successful completion of kindergarten will be defined as:

- a. regular attendance in a 180-day instructional program;
- b. attaining the age of five (5) on or before September 1 required for legal entry into kindergarten;
- c. an official letter or transcript from a proper school authority (to include home education) which shows records of attendance, academic information, and grade placement of the student. A student from a private school and/or out of state must document successful completion of kindergarten the GCPS Form: Private to Public.

C. TRANSFERS FROM OUT-OF-STATE SCHOOLS OR OUT-OF-COUNTRY SCHOOLS

Students who transfer from an out-of-state or out-of-country school must meet age requirements for admission to Florida public schools. The grade placement shall be age appropriate for English Language Learner (ELL)/ Limited English Proficient (LEP) students.

Students who transfer from an out-of-state school/country who met the age requirements in that state/country may be admitted if parent/guardians provide documentation of:

- a. Status as legal residents of that state/country at the time of their child's enrollment.
- b. Child's date of birth.
- c. Immunization.
- d. A medical examination completed within the last twelve months.
- e. An official transcript or letter from school authorities, which shows a record of attendance, academic information, and grade placement of the student.

D. TRANSFERS FROM K-5 HOME EDUCATION AND PRIVATE SCHOOLS

When a student who meets legal age requirements transfers from a home education or private school, the principal is responsible for appropriate grade level/program placement. Placement in the same grade as that recommended by the former school is not automatic. Student performance during the first quarter of enrollment will also be considered. A placement decision may be made in consultation with teachers, other appropriate staff members, and parents/guardians.

E. SCREENING ACTIVITIES FOR NEW ENROLLEES

Kindergarten students will participate in the Florida Kindergarten Readiness Screener (FLKRS) upon fall entry into kindergarten. A four to six-week screening period will be allowed from time of enrollment to assist with placement adjustments.

Students may also participate in additional screening activities to assist with grade level placement. Screening may include, but is not limited to, the following measures and observations of:

- a. Academic performance/concept development
- b. Communication competence
- c. Social/emotional behavior
- d. Health and physical development
- e. Home language
- f. English language proficiency assessment
- g. Previous academic records

II. ELEMENTARY INSTRUCTION

In the event of an individual, classroom, school-wide, or district crisis need, Gadsden Innovative Instructional Plan (Remote Learning) will act as the default instructional platform.

A. REGULAR PROGRAM – GENERAL PROGRAM REQUIREMENTS

- 1. Student Performance: Gadsden County Public Schools provides instruction in all required course standards and has instructional frameworks aligned to the course standards in the areas of English language arts, mathematics, science, and social studies. Teachers instruct utilizing the instructional frameworks as a guide for sequencing standards-based instruction. A schoolwide system of progress monitoring is utilized to support students with identified deficiencies. Student progression is based upon mastering the standards in each course as evidenced by student grades on the student's report card as well as formative data obtained from progress monitoring and summative data obtained from a student's performance on the statewide, standardized assessment program.
 - a. For grades and subjects in which no current state assessments are administered, school districts must establish and assess expected levels of performance for student progression using district-selected assessments such as students' class work; observations; class, school, district, and/or state assessments; or other relevant information.
 - b. It is the responsibility of the classroom teacher to screen, instruct, assess, and monitor the progress of student proficiency on all Florida Standards/Next Generation Sunshine State Standards. Each teacher shall develop daily lesson plans for all subjects taught. Plans should reflect the teaching of Florida Standards/Next Generation Sunshine State Standards for K-5, including English Language Learners' and Exceptional Education Student modifications, when necessary. The principal or principal designee shall check lesson plans regularly. Standards will be consistently taught and assessed throughout the year. Assessment of proficiency will be based on Florida B.E.S.T Standards/Next Generation Sunshine State Standards, the K-5 Decision Tree located in the K-12 Comprehensive Reading Plan, supplemental materials, student work samples, observation of the student's performance, and student self- assessment.
 - c. Each elementary school shall regularly assess the reading ability of each K-5 student. (See K-12 Comprehensive Reading Plan: Curriculum Decision Tree recommendations). State and district diagnostic assessment tools will be used to identify a student's area of academic need. It is the responsibility of the classroom teacher to screen all Gadsden County Public Schools' students within 30 school days of entry. The parent of any

- K-5 student who exhibits a reading deficiency shall be notified in writing of the student's deficiency within 45 school days from the students' first day of enrollment.
- d. A student who has a substantial reading deficiency as determined in Florida Statute 1008.25 (5) (a) must be covered by a federally required student plan, such as an individual education plan or an individualized progress monitoring plan, or both, as necessary. (Florida Statute 1008.25(4)(c)
- Any student in kindergarten through grade 3 who exhibits a substantial e. deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. A school may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The student's reading proficiency must be monitored, and the intensive reading interventions must continue until the student demonstrates grade-level proficiency in a manner determined by the District, which may include achieving a level 3 on the statewide, standardized English language arts assessment. The State Board of Education shall identify by rule guidelines for determining whether a student in kindergarten through grade 3 has a substantial deficiency in reading. Florida Statute 1008.25 (5)(a)
- f. The district's comprehensive program for student progression uses assessment data, including universal screening and ongoing progress monitoring, to evaluate the effectiveness of instruction, identify students needing more intensive instructional support, and monitor each student's response to implemented interventions. Students who do not meet grade-level expectations receive increasingly intense intervention services. The areas of academic need and intervention strategies are defined through a problemsolving/Multi-Tiered System of Supports (MTSS) process. Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency. Students are matched to strategic and intensive interventions based on data from multiple assessment sources. Student progression decisions consider the effectiveness of core instruction and the student's response to evidence-based interventions. Interventions for academics and/or behavioral deficiencies will be provided through the Gadsden County Public Schools Multi-Tiered System of Supports (MTSS) process.

Parents may not refuse remedial/intervention services. A school district has the authority and responsibility to design the student's course of study. It is the school that is held accountable for the student's progress.

- g. As required by Florida Statute 1001.42 (18) (b), an elementary grades early warning system is used to identify students who need additional support to improve academic performance and stay engaged in school. When a student exhibit two (2) or more early warning indicators as required by law, a school-based team, in consultation with the student's parent, shall determine appropriative intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multi-disciplinary team.
- h. Student satisfactory achievement is defined by Gadsden County Public Schools as the ongoing demonstration and application of Florida Standards/Next Generation Sunshine State Standards. Satisfactory achievement on statewide, standardized assessment is defined as scoring at level 3 or above. Each student must participate in assessments as required by Florida Statutes 1008.25.
- i. Students must demonstrate a satisfactory level of achievement in English language arts, mathematics, science, and social studies at each grade level as determined by state/district levels of achievement on state assessments and/or local levels of achievement on district assessments. The independent work of the student will be considered as a criterion in the student's placement decision.
- j. All parents will be notified regularly of their child's achievement during the school year. Gadsden County Public Schools will report to the parent of each student the progress of the student toward achieving state and district expectations for satisfactory achievement in English language arts, mathematics, science, and social studies. The evaluation of each student's progress must be based on the student's classroom work, observations, tests, district and state assessments, and other relevant information. The final report card will indicate performance or non-performance at grade level, acceptable or unacceptable behavior, attendance, and promotion or retention.
- k. Students with report card grades of "D's" or "F's" in English language arts, mathematics, or science should be monitored closely and may be considered for diagnostic assessment. If needed, remediation will be provided through the MTSS process. These students will be considered for possible retention. English Language Learners, two years or less in the program, will not be marked below grade level.
- 1. Students working below grade level (working on curriculum standards below his/her current grade level) must be diagnostically assessed and provided remediation through the Multi-Tiered System of Supports

(MTSS) and considered for possible retention. Students marked below level for English language arts on the report card must:

- (1) Be diagnosed and provided remediation through intensive reading instruction required by the K-12 Comprehensive Reading Plan.
- (2) Based on diagnoses, have his/her individual areas of deficiency in phonemic awareness, phonics, fluency, comprehension and/or vocabulary identified, addressed, and monitored frequently.
- (3) Be considered for possible retention and have this marked in the comment section.
- (4) Be reassessed by locally determined assessments and through teacher observation at the beginning of the grade following the intensive reading instruction.
- (5) Continue to be provided intensive reading instruction until the reading deficiency is remedied.

NOTE: The Gadsden County School District is committed to the academic, social, and ethical development of all scholars. We feel that academic dishonesty inhibits a scholar's achievement and compromises the trust between teacher and scholar, which is fundamental to the learning process. The academic integrity code communicates the meaning and importance of intellectual honesty to all scholars, articulates and supports the interest of the learning community in maintaining the highest standards of conduct in academic affairs. Our code identifies, sanctions, and educates those who fail to live up to the stated expectation of the Gadsden County School District regarding these standards.

An integral part of education is developing a sense of academic honesty and integrity. Gadsden County School District has zero tolerance in regard to cheating/plagiarism, whether in the face-to-face or the remote environment. If a student cheats or plagiarizes on any class work or assessment (tests/quizzes), that student will receive a zero and the classroom teacher will notify their parent/guardian. In addition, any student who assists another student in the act of cheating/plagiarizing will experience the same consequences. Students will have an opportunity to complete the assignment or take the assessment to assist the student in mastery of the content; however, their grade will remain a zero.

B. PROMOTION FROM KINDERGARTEN TO GRADE 1

A student must receive a "satisfactory" grade in language, reading, mathematics, and writing and demonstrate progress in science and social studies. Consideration should also be given to social growth and work habits.

C. PROMOTION FROM GRADE 1 TO GRADE 2 AND GRADE 2 TO GRADE 3

A student must receive passing grades in the areas of reading, language, and mathematics, and demonstrate progress in process writing, science, and social studies.

D. PROMOTION FROM GRADE 3 TO GRADE 4

A student must receive passing grades in the areas of reading, language, mathematics, science, and process writing. Florida Statute 1008.25 (5) (b) requires that a grade 3 student must also score at or above Level 2 on the Florida Assessment of Student Thinking (F.A.S.T.) in Reading. A 3^{rd.} grade student who is deficient in reading at the end of the school year, as demonstrated by not scoring a level 2 or higher on the statewide assessment test must be retained unless exempted for "good cause".

E. PROMOTION FROM GRADE 4 TO GRADE 5 AND GRADE 5 TO GRADE 6

To be promoted to the next grade, a student in grades 4 through 5 must receive passing grades in the areas of reading and/or language process writing (where applicable), mathematics and science.

F. RETENTION DECISIONS & THE ROLE OF JUDGMENT

While retention decisions will be made on a case-by-case basis with the principal having the final decision, the teacher's judgment and the student's work portfolio play a critical role in the evaluation of a student's satisfactory performance and in the identification of a student's area(s) of academic need. Pertinent factors, such as teacher observation, classroom assessment results, and classroom performance, must be considered by the teacher to identify the intervention(s) and/or intensive instructional strategies that will assist that student in meeting district and state performance levels. The Principal and IEP committee must adhere to the Good Cause Retention Waiver when considering retention for Students with Disabilities.

G. SOCIAL PROMOTION

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

H. GRADES/ATTENDANCE

Excessive absences may impact class grades.

I. ENGLISH LANGUAGE LEARNERS (ELL)/ LIMITED ENGLISH PROFICIENT LEP

No promotion or retention decision may be made for any individual student classified as ELL/LEP based solely on a score on any single assessment instrument, whether such assessment instrument is part of the statewide assessment program or of a particular district's formal assessment process. A formal retention recommendation regarding an ELL/LEP student may be made through action of an ELL/LEP committee. This committee meeting is held prior to Good Cause decision affecting ELL/LEP students.

III. ASSESSMENTS

A. STATEWIDE ASSESSMENT PROGRAM

All students will participate in the statewide assessment program as specified by <u>F.S. 1008.22</u>. Students performing below the defined proficiency levels in reading and mathematics will receive further assessments to determine the nature of the student's difficulty and areas of academic need. These students will receive remediation through a variety of delivery models and will have systematic review through the school's Progress Monitoring Plan.

B. SCREENING AND DIAGNOSTIC ASSESSMENT

Elementary students will participate, as appropriate, in the screening, diagnostic assessment, intervention, remediation, and enrichment processes as published in the district's K-12 Comprehensive Reading Plan.

C. REGULAR DISTRICT OR CLASSROOM ASSESSMENT

Students in grades K-5 will participate in regular district or classroom reading, mathematics, science, social studies, and writing assessments.

IV. INTERVENTION AND REMEDIATION

A. SUBSTANTIAL DEFICIENCY IN READING

Students that exhibit a substantial deficiency in reading as determined by standard assessments will be provided intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency will be reassessed by locally-determined assessments or through standardized assessments at the beginning of the grade following the intensive reading instruction. Teachers will continue to implement intensive reading instruction until the reading deficiency is remediated.

B. REMEDIATION AND SUPPLEMENTAL INSTRUCTION

The classroom teachers shall allocate remedial and supplemental instruction (Tier 2 and/or Tier 3) as specified by current Florida Statute, with priority given to students who are deficient in reading by the end of grade 3. The district will provide the training and resources to ensure that teachers are implementing research based reading strategies that have been shown to be successful in improving reading among low-performing readers.

V. PARENT NOTIFICATION AND PROGRESS MONITORING

A. DANGER OF FAILURE NOTIFICATION

Any time during a grading period that a student is in danger of failing, the teacher must make a documented contact with the parent by speaking with them on the phone, meeting in a conference, or sending written notification. [FAC 6A-6.0908]

B. NOTIFICATION LANGUAGE

Notification will be in a language or mode of communication understandable by parents/guardians, unless clearly not feasible.

C. GRADE 3 RETENTION NOTIFICATION

The parent/guardian of any student in grades K-3 who exhibits a substantial deficiency in reading will be informed that if the student's reading deficiency is not remediated by the end of grade 3, the student must be retained unless exempt from mandatory retention for good cause. Parents and guardians will be provided strategies to use in helping their child succeed.

D. FREQUENT MONITORING OF STUDENT PROGRESS

Schools will provide frequent monitoring of student progress, and upon subsequent evaluation, if the deficiency has not been remediated, the student may be retained. Students will continue to receive remedial or supplemental (Tier 2 and/or Tier 3) instruction. [F.S. 1008.25(4)(c)]

E. ANNUAL PARENT NOTIFICATION REQUIREMENTS

Annually, the school district will provide a written report to parents/guardians in a language they understand, unless clearly not feasible [FAC 6A-6.0908(2)], the following information:

- 1. the progress of each student toward achieving state and district expectations for proficiency in reading and mathematics; and
- 2. the results on each statewide assessment test including: NGSSS Science Grade 5: and
- **3.** the evaluation of each student's progress based upon classroom work, observations, tests, district and state assessments, and other relevant information.

VI. INSTRUCTIONAL PROGRAM FOR RETENTION YEAR

A. INTENSIVE INSTRUCTION

Students who are retained will be provided an intensive program that is different from the previous year's program which can include, but not limited to adapting to a student's learning style, change in teacher, change in delivery models, or other assistance.

B. GRADE 3 RETENTION

If a student's reading deficiency is not remediated by the end of grade 3 as demonstrated by scoring a Level 2 or higher on the statewide assessment test in reading for grade 3, the student must be retained unless determined to be exempt for good cause.

VII. INSTRUCTIONAL PROGRAM FOR STUDENTS WITH MULTIPLE RETENTIONS

Students who are retained two or more years will be provided an appropriate alternative placement that includes specialized diagnostic information and specific reading strategies in an altered instructional day as specified in the school's Progress Monitoring Plan.

VIII. GRADE THREE MANDATORY RETENTION EXEMPTIONS

A. GOOD CAUSE EXEMPTION DETERMINATION PROCESS

A team of professional staff shall review students who do not meet the mandatory reading requirement. Requests for good cause exemptions for grade 3 students from the mandatory retention shall be submitted to the school principal with appropriate documentation. The principal shall review and discuss the recommendation and make the determination as to whether the student should be promoted or retained. If the principal determines that the student meets the requirements for a good cause exemption and should be promoted, the principal shall make such recommendation in writing to the superintendent. The superintendent or designee shall accept or reject the principal's recommendation in writing.

B. GOOD CAUSE EXEMPTIONS

Good cause exemptions for grade three retentions shall be limited to the following: [F.S.1008.25 (6) (b)(1-6)]

- 1. A student with limited English proficiency who has had less than two (2) years of instruction in an English for Speakers of Other Languages (ESOL) program based on the initial date of entry into a school in the United States and meets all other district promotion requirements;
- 2. A student with a disability whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule (Section 1008.212, F.S.);
- **3.** A student who demonstrates an acceptable level of performance on a district and State approved alternative standardized reading or English Language Arts assessment:
- **4.** A student who demonstrates, through a student portfolio, that he/she is reading on grade level as evidenced by demonstration of mastery of the English Language Arts Florida Standards tested in reading equal to at least a Level 2 performance. A student in grades 4-8 who demonstrates through a portfolio that promotion requirements have been met in other applicable subject areas;
- 5. A student with a disability, who has been previously retained in the K-3 grade group, who participates in the F.A.S.T., and who has an Individual Education Plan (IEP) or a 504 plan that reflects that the student has received

- intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency in reading;
- **6.** A K-3 student who has received intensive remediation in reading for 2 or more years but still demonstrates a deficiency in reading and/or mathematics, and who was previously retained in the K-3 grade group for two or more years;
- 7. A 4-8 student who has received intensive remediation in reading and/or mathematics for 2 or more years in the 4-8 grade group but still demonstrates a deficiency in reading and/or mathematics and who has previously retained for 2 or more years in the 4-8 grade group or combined retentions of 3 years in the K-8 grade group.

See Appendix P.

IX. OTHER RETENTION WAIVERS

A. SOCIAL PROMOTION

A team of professional staff must conduct a case review for students being considered for retention. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

B. GOOD CAUSE RETENTION WAIVER

The principal, with input from the school intervention team (SIT), IEP committee, ELL/LEP committee and/or other professional staff, may waive the promotion requirements for students other than grade three students in reading by meeting any of these good cause conditions:

- 1. Previous retention a student who has had a prior retention.
- 2. Alternative Programs a student being considered for placement or currently placed in an approved special program such as ESE, dropout prevention, Section 504, or ESOL may be considered for an exemption. Good cause shall be based on documentation from an ELL/LEP, Section 504 meeting, ESE staffing or IEP review committee. The documentation must contain the recommendation and reasons for the student's exemption.
- **3.** Attendance a student with problems of a unique nature that causes extended absences.

X. MID-YEAR PROMOTION OF STUDENTS RETAINED IN GRADE THREE

A. MID-YEAR PROMOTION

Any student in Grade 3 who has been retained at least once in grades K-3 may be eligible for mid-year promotion.

B. MID-YEAR PROMOTION PRIOR TO NOVEMBER 1

On or before November 1, retained Grade 3 students may be recommended for promotion if they meet these criteria: For successful completion of the district Grade 3 portfolio assessments to document the recommendation for promotion, there must be evidence of mastery of Grade 3 tested Florida B.E.S.T. Standards for English/Language Arts. The district's portfolio requirements incorporate these required elements as specified in [FAC 6A- 1.094222]. The student's performance must include mastery of the benchmarks assessed in Grade 3. Students must show 80% mastery (4 of 5 items correct) on each benchmark on each assessment.

C. MID-YEAR PROMOTION AFTER NOVEMBER 1

For mid-year promotion after November 1:

Retained Grade 3 students may be recommended for mid-year promotion based on student's mastery of third grade tested Florida B.E.S.T. Standards Benchmarks for English/Language Arts and beginning mastery of the Benchmarks for fourth grade consistent with the month of promotion to fourth grade. These students may be recommended for promotion to Grade 4 at any time from November 1 until the last school day of the first semester.

D. MID-YEAR PROMOTION AUTHORITY

For all mid-year promotions: The principal will recommend mid- year promotion for all eligible students. The Superintendent/Designee will review and sign all mid-year promotion recommendations.

E. PROGRESS MONITORING PLAN (PMP)

The Progress Monitoring Plan for any retained third grade student who has been promoted mid-year to fourth grade must continue to be implemented and monitored for the entire academic year.

XI. PROCEDURES FOR RETAINED STUDENTS NOT PROMOTED MID-YEAR

A. DIAGNOSTIC ASSESSMENT

Grade 3 students who are not promoted mid-year will continue to be monitored three times annually through the *STAR* assessment.

B. GRADE 3 RETENTION READING REQUIREMENT

Students who have been retained once in grade 3 will continue to participate in a 90-minute reading block and receive additional instructional time.

C. READING REMEDIATION FOR MULTIPLE RETENTION

Students who have been retained twice in grade 3 will be provided with 180 minutes of reading instruction.

XII. ACCELERATION

Academic Challenging Curriculum to Enhance Learning (ACCEL)

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. School principals are required to inform parents and students of the available ACCEL options and the student eligibility requirements. Parent permission is necessary for ACCEL options.

Acceleration Options:

Whole Grade Promotion – Promotion of a student occurring at the end of the school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, the student will be returned to the former placement.

Mid-Year Promotion – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement**. If appropriately placed, the student will be formally promoted to the next grade level mid-year.

Subject Matter Acceleration – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, the student will be returned to the former placement. Core middle school courses (Language Arts, Math, Social Studies, or Science) taken in elementary school will be used to satisfy middle school promotion criteria once the student is enrolled in middle school. The grades will become part of the middle school academic record, including failing grades, and may impact future promotion. Student schedules must reflect courses taken. Middle school courses are accessible only through K12 Virtual School and Panhandle Area Educational Consortium (PAEC) Virtual School.

Virtual Instruction Higher Grade-Level Subjects - A student that is placed with students at a more advanced grade level in a virtual class for one or more subjects for a

part of a day without being assigned to a higher grade. Middle school courses are accessible only through K12 Virtual School and Panhandle Area Educational Consortium (PAEC) Virtual School.

Advanced Work Class – A student is placed with students for the entire day without being assigned to a higher grade to work on more advanced work. The program provides a uniquely differentiated curriculum and allows students the opportunity to interact with intellectually similar peers throughout the day. This approach will allow students to collaborate with other like-minded students, engage in more challenging assignments and gain confidence to express ideas in alternative ways. Students will gain opportunities to study content with a greater depth and complexity. A student's current teacher initiates the request in writing to the principal and contacts parent.

The following procedure must be followed to consider a student for any of the ACCEL options:

- 1. If a parent requests consideration, it must be in writing using the *Request for Elementary Acceleration* form (**Appendix B**).
- 2. The parent must meet with the Principal to review the request and the student's eligibility for acceleration.
- 3. If the request is granted, the parent and student must agree to a <u>Elementary</u> <u>Performance Contract</u> (**Appendix C**) prior to acceleration being granted.

XIII. INSTRUCTIONAL PROGRAM

A. STANDARDS AND BENCHMARKS

The District School Board of Gadsden County Curriculum for elementary students is the benchmarks of the Florida State Board adopted Florida Standards in English/language arts, mathematics, science/health, social studies, physical education, and the arts.

B. INSTRUCTIONAL ALIGNMENT AND FOCUS

All teachers shall provide instruction that supports student mastery of the Florida Standards. Students in K-5 shall have regular study of mathematics, science/health, English/language arts, art, music, social studies, and physical education. Technology skills will be taught in the above subjects.

C. ENGLISH LANGUAGE LEARNERS (ELL) INSTRUCTION

Each school will offer instruction for English Language Learners that complies with the 1990 LULAC/META Consent Decree and with the District School Board of Gadsden County ELL Plan.

XIV. STUDENT RIGHTS FOR INSTRUCTION

A. STUDENT RIGHTS TO PARTICIPATE

All District School Board of Gadsden County classes shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students. [F.S. 1000.05]

B. ENGLISH SPEAKERS OF OTHER LANGUAGES (ESOL)/ENGLISH LANGUAGE LEARNERS (ELL)

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners (ELL) as defined in [F.S. 1003.56].

C. PRIMARY LANGUAGE SERVICES

Services will be provided as outlined in the District School Board of Gadsden County ELL Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

D. USE OF PRIMARY LANGUAGE

No student will be denied appropriate use of his/her primary language [FS 1003.56]. No national language minority or English Language Learner/Limited English Proficient student shall be subjected to any disciplinary action based on his/her use of a language other than English. [FAC 6A-6.0908(3)]

E. DISCRIMINATION POLICY

Any student who believes that he/she has been denied participation in or access to an educational program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background, or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board policy.

F. FLORIDA VIRTUAL SCHOOL ACCESS

Students in grades K-5 that meet eligibility criteria outlined in [FS1002.455] may access K-5 courses through K12 Virtual School and PAEC Virtual School.

G. ACCESS TO MIDDLE SCHOOL COURSES

Students in grades 4 and 5 who score at level 5 on FSA reading or math and meet other criteria established in the ACCEL plan have the option to access 6th grade courses through K12 Virtual School and PAEC Virtual School.

H. GRIEVANCE PROCEDURES

In cases of alleged discrimination and/or harassment, nothing in this policy shall prohibit a student, applicant for admission to an educational program or service, or parent from pursuing a grievance through the complaint and/or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant for admission to an educational program or service, parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.

I. K12 VIRTUAL SCHOOL AND PAEC VIRTUAL SCHOOL

K12 Virtual School and PAEC Virtual School is completely Internet-based and serves students in grades K-12. Students with access to the Internet can complete their course work from any location, at any hour, and for as long as they choose. Students are responsible for completing their course assignments and submitting them via email to the teacher for feedback and grading. Students earn credits through course work completion.

XV. GRADING OF STUDENT PERFORMANCE

A. TEACHER AUTHORITY

The teacher will be the authority in assigning each student a grade.

B. ELEMENTARY GRADING GUIDELINES

The goal of Gadsden County School District is to move all students to academic success. This ensures high levels of learning for all students. In order for all students to learn, there are four essential components:

- 1. Highly effective core instruction
- 2. Systematic identification of each student's level of success during instruction
- **3.** A multi-tiered system of supports to ensure that all students learn
- **4.** Accurate and meaningful reporting of student achievement

Section 1. Initial Instruction:

Teachers and students much have clear expectations of the course standards as defined in Florida's course descriptions located at http://www.fldoe.org/academics/courses/course-descriptions.stml.

- Learning targets are clearly articulated (e.g. posted on board, described in rubrics, listed on assignments)
- Instruction is scaffolded to develop learning to achieve the targeted outcomes at a proficient level

• Assignments and assessments are aligned with the Florida B.E.S.T. Standards.

Section 2. Assessment Types and Calculation Method:

Teachers gather information for two distinct reasons: to make instructional decisions (diagnostic and formative assessment) and to communicate a summary of the student's achievement (summative assessment).

- It is the purpose and timing of the assignments that determine whether it is diagnostic, formative, or summative.
- When possible, the way students are formatively assessed should match the
 way they are summatively assessed. For example, if students are to give an
 extended oral presentation (summative assessment), it is appropriate that they
 first do smaller oral presentations (formative assessment).

Diagnostic measures have two purposes.

- Screening assessments prior to instruction provide information on learner readiness.
- Diagnostic information can also be used during instruction to target areas of intervention.

Formative measures involve ongoing assessment and grading feedback for the purpose of instructional decision-making and are vital to teaching and learning. Teachers must assess the learning of their students frequently to evaluate the effectiveness of instruction and plan for future instruction. Formative data:

- Provide evidence on recent performance and patterns of learning.
- May be derived from pretests and other diagnostic tools.
- Respond accordingly to student learning needs, perhaps with an adjustment in instruction.
- Enable the teacher to determine if students are prepared for the summative.
- Enable students to do a self-evaluation of their own learning so they can identify areas of need and seek out assistance.
- Align with standards, summative assessments, and reinforce learning.

Summative measures are essential to grading. Teachers use report card grades to share information with parents and students and to call attention to the needs of struggling students. Report card grades also play a role in higher education, career opportunities, promotion and retention decisions and may be used to identify students for evaluation of special programs and services.

Section 3. Assessment Guidelines, Grading Practices and Procedures:

Grades on both individual assessments and report cards should reflect students' achievement of standards on intended learning outcomes.

• Grades will be reported by letter grade or numerical score in recording student progress as follows:

Letter Grade	Numerical Score	Description
A	90-100	Outstanding Progress
В	80-89	Above Average Progress
С	70-79	Average Progress
D	60-69	Lowest Acceptable Progress
F	0-59	Failure

• A student's grade should consist of multiple measures (many different types of assessments— computer-based, pencil and paper assessments). The District's Uniform Guide for calculating students' grades each grading period (Kindergarten through Five) is indicated below.

Letter Grade	Numerical Score	Description	
Exams	50%	Ready LAFS/MAFS	
		Assessments	
		(Weekly/Interim)	
		Journey's Assessments	
		(Unit/Benchmark)	
		Portfolio Assessments	
		(Grade 3)	
Classwork	10%	Science labs/lab reports	
		Independent Practice	
		Daily Instructional Practice	
		Ready MAFS/LAFS Practice	
Quiz	25%	Teacher Created Quizzes	
		Spelling Quizzes	
		Writing Assignments	
Participation	10%	Small group participation	
		Reading & notetaking	
		Class discussions	
Homework	5%	Homework Activities	

- Multiple formative assessments in a 9 week period are recommended.
- Students may be reassessed to maximize opportunities for progress. When a student's score on a retake is less than the original score, the higher score should be used.
- Students and parents need timely and accurate feedback in order to to effectively monitor learning progress.

- Best practice: Skyward should be updated weekly (except in the case of unusual circumstances). Grades of "0" (zero) should not be entered in advance of assigning work to students. "0" (zero) is used when the score on the assignment is "0" (zero).
- Students who are submitting late work (due to absence) should have one day, or one day for each day absent (whichever is greater), to submit work unless the teacher determines there are extenuating circumstances which necessitate an extension, or a school-wide policy exists that grants additional time.
- Nonacademic behavior (conduct and effort) should be reported separately from achievement grade.

Homework Policy. Each school shall have a homework policy which ensures that students will have regular home assignments which reinforce and enhance student learning. Each school shall include its homework policy in the student handbook.

When developing the school based policy consider these best practices:

- Homework should be an enriching experience with meaningful feedback given promptly. It is critical for students to also understand the purpose of their assignments and should not be used as a form of punishment or busy work.
- Homework is not included in a student's academic grade.
- The purpose of homework is to develop intellectual discipline, establish good study habits, balance classroom workload, supplement and reinforce material covered in class, and serve as a link between home and school.
- Homework assignments should be at the instructional level that matches students' skills.

Section 4. Intervention and Remediation:

The focus of instruction should be getting students to achieve their full learning potential. When students demonstrate a lack of proficiency on standards they must receive intervention(s), which may lead to assessment retakes or alternative assignments aligned to the non-proficient standards. Proficiency is defined by the state of Florida as 70% or higher.

When considering the need for intervention and/or remediation, there are a number of factors that impact educational outcomes and student performance. The PAIR process is a problem-solving method used to determine student needs and assist teachers to align intervention and remediation methods appropriately.

PAIR Process:

- 1. Problem Identification (What is the Problem?)
 - Teacher analyzes formative assessments to identify weaknesses in performance due to student readiness or instructional alignment.
- 2. Analyze the Problem (Why is it occurring?)
 - These factors include: Instruction: (how content is presented including types of materials, grouping, etc.) Curriculum: (content that is taught including scope and sequence); Environment: (where the student sits, physical arrangement of the room, lighting, noise, etc.) Learner: (the actual student)
 - Considering the factors will help teachers to determine likely causes of the problem and to choose the appropriate intervention method.
- 3. Intervention Design and Implementation (What do we do about it?)
 - Based on the pervasiveness of the problem, the student is given access to the appropriate intensity of intervention in addition to core instruction.
 - Teacher and student determine a plan for remediation
 - Intervention may include but is not limited to reassessment, tutoring, or intervention support aligned to the non-proficient standards. Intervention does not necessitate retaking an assessment.
- 4. Response to Intervention (Is the plan working?)
 When student performance is still below proficiency after intervention, the teacher should repeat the PAIR process to identify another intervention method.

It is the ongoing responsibility of the teacher to identify, as soon as possible, to the principal and parents/guardians, those students who do not appear to be making satisfactory progress toward achieving grade level objectives. For these students, the teacher should develop a progress monitoring plan. When the progress monitoring plan is unsuccessful in meeting the student's needs, the student should be referred to the school's Multi-tiered Systems of Support Team (MTSS). This team will further analyze barriers to academic success, develop targeted interventions, monitor the student's response to interventions, and refer for evaluation if deemed appropriate.

Section 5. District Grading Scale: (Grades K-5) Mathematics, Language Arts, Science, and Social Studies

Letter Grade	Numerical Score	Description		
A	90-100	Outstanding Progress (Mastery) Consistently demonstrates in-depth understanding of concepts, processes, and skills		
В	80-89	Above Average Progress Often demonstrates an understanding of major concepts, processes, and skills		
C	70-79	Average Progress (Proficiency) Demonstrates a developing understanding of major concepts, processes, and skills		
D	60-69	Lowest Acceptable Progress Demonstrates a beginning understanding of major concepts, processes, and skills		
F	0-59	Failure Demonstrates little or no understanding of major concepts, processes, and skills		

COMPARISON OF ASSESSMENT CATEGORIES

FORMATIVE	SUMMATIVE
Occur during the learning process	Occur after the learning process
Provide feedback during the learning process to improve learning	Provide the information teachers need to assign a grade
Use quick questions to check for basic understanding	Do not have to cover an extended period; information could be chunked
Allow students to process smaller chunks of information and help students clarify their thinking before they become confused and frustrated	Allow students to prove what they have learned
Help teachers determine when to differentiate instruction to diverse needs	Help teachers analyze the effectiveness of their differentiation and decide if formative assessments provided needed information
Enable teachers to gauge students' understanding throughout the lesson	Enable teachers to make a judgment about students' learning

SAMPLE FORMATIVE ASSESSMENTS	SAMPLE SUMMATIVE ASSESSMENTS
 Informal teacher questions Conversation with student Informal observation Rough drafts of written work Learning log (in progress) Reflective journal (multiple drafts) Student Response Strategies: Thumbs - up, SMART BOARDS, Kagan structures, etc. 	 Formal oral interview Conference with student Formal observation Final copy of written work Final learning log entries* Final journal entries*

^{*}Would include elements of reflection, synthesis, and/or self-assessment

ASSESSMENT TYPES

	DIAGNOSTIC	FORMATIVE	SUMMATIVE
PURPOSE	To assess knowledge	To monitor and guide	To determine success
	prior to instruction; to	a process/product	of instruction
	determine	while it is still in	
	instructional needs in	progress; to provide	
	targeted areas	feedback to improve	
		learning	
TIME OF	Prior to initial	During the learning	At the end of the
ASSESSMENT	instruction; after	process	instructional unit or
	instruction to		at the end of
	determine gaps in		instruction on a
	learning		standard
TYPES OF	Informal	Quick checks for	Formal observation,
ASSESSMENT	observations, pre-	basic understanding,	tests, projects, term
TECHNIQUES	tests, district	informal	papers, exhibitions,
	accountability (e.g.,	observations, quizzes,	district interim
	FSA assessments in	iReady assessments,	assessments
	ELA, science and	teacher questions	
	mathematics)		

C. OTHER CONTENT AREAS

The academic grades reflecting achievement for art, music and physical education in Grades KG - 5 will use the following rubric:

S = Satisfactory

N = Needs Improvements

U=Unsatisfactory

D. CONDUCT

Student Conduct will be indicated by the following designations:

Excellent Shows outstanding participation. Strives beyond class assignments and homework and is highly motivated and well organized.

Satisfactory Usually participates. Completes class assignments and homework and is attentive.

Needs Improvement Rarely participates. Frequently does not complete assignments and is inattentive and poorly organized.

Unsatisfactory Does not participate. Never completes assignments and is disruptive in class.

E. EVALUATION OF ACHIEVEMENT

Evaluation of achievement will include progress toward mastery of Next Generation Sunshine State Standards and/or Florida Standards.

F. INSTRUCTIONAL LEVEL

The academic grade represents the progress made on a student's instructional level; it does not reflect achievement on grade level. The instructional level of the student will be indicated by the designation on, above, or below. These designations will be reflected in grades KG–5 quarterly. The designation will indicate the student is working on mastery of Next Generation Sunshine State Standards and/or Florida Standards predominately for that level.

XVI. REPORT CARDS

A. TEACHER COMMENTS

Teacher comments on the report card can be generated for each subject area.

B. NARRATIVE EXPLANATION OF GRADING SYSTEM

The report card shall contain an explanation of the grading system.

C. QUARTERLY ISSUANCE

Report cards shall be issued quarterly. Additionally, mid-grading period progress reports will be issued for all students.

D. PARENT/TEACHER CONFERENCES

Parent-teacher conferences shall be scheduled as requested by parents and/or teachers.

E. GRADE REVIEW

Any parent or guardian, after consulting with the teacher, may request the principal to review any grade given a student at the end of a reporting period. However, such grades may not be changed or altered by the principal unless there was an apparent error in the grade calculation.



"Just believe in yourself. Even if you don't, pretend that you do and at some point, you will."

Venus Williams



MIDDLE SCHOOL (Grades 6 - 8)

I. ADMISSION AND ENROLLMENT

A. ADMISSION

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

1. First Entry to Gadsden County Schools

- a. Evidence that the parent(s)/guardian(s) are legal residents of the school's attendance area or have district-approved registration through School Choice procedures.
- b. Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))

Note: A homeless child, as defined by § 1003.02, Fla. Stat., shall be given a temporary exemption from this requirement for 30 school days.

- **c.** A valid Florida Certificate of Immunization from a health professional to include:
 - i. 4-5 doses of DTP or DTap (If the 4th dose is administered after the 4th birthday, a 5th dose is not required)
 - ii. 3-5 doses of polio, final dose must be administered after 4th birthday
 - iii. 2 doses of MMR
 - iv. 2 doses of Varicella or documentation of chicken pox disease
 - v. 3 doses of Hepatitis B
 - vi. 1 dose of Tetanus-diphtheria-acellular pertussis (Tdap) 7th grade.
- 2. **Upon initial admission or entry from one attendance zone to another** in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:
 - a. Owned Residence
 - i. Copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption
 - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
 - iii. One of the following current documents:
 - 1. Auto registration
 - 2. Valid driver's license or Florida ID
 - 3. Voter's registration
 - b. Rented or Leased Residence
 - i. Copy of current lease, rental agreement, or a notarized letter from the landlord
 - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission

- iii. One of the following current documents:
 - 1. Auto registration
 - 2. Valid driver's license or Florida ID
 - 3. Voter's registration
- iv. Non-primary owner or renter (families living with families)
 - 1. Verification of Residency Form must be completed by the primary and non-primary owner or renter. This form is valid for one school year only.
- v. *If applicable*, legal documents, i.e. a copy of a current judgement of divorce (Dissolution of Marriage) or other court order establishing the right of custody should be presented at the time of enrollment.

B. ENROLLMENT GUIDELINES

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

1. GRADE PLACEMENT

The grade placement of students transferring into Gadsden County Schools will be contingent upon verification of records. Grade placement and/or grades shall be granted at face value when submitted on an official transcript. An official transcript is a document on school letterhead and/or embossed with the school seal. It shall be sent by mail or electronically and include the signature of a school administrator of the school where the grade/credit was earned. It should clearly identify the school, the student, course number, date the course was taken, grade in each course, and for grades 6-12, credit earned. An official transcript may be hand delivered if it is in a sealed and embossed envelope (1003.25(3) F.S.; 6A-109941 FAC).

a. TRANSFER OF CREDITS without and Official Transcript

Students transferring into the Gadsden County Public Schools without an official transcript will be required to validate their current course or grade placement within the first forty-five days of enrollment and to complete appropriate subject or grade level examinations successfully. The final determination for course placement or grades will be based primarily on classroom performance and not on any single test score. The receiving school principal/designee may utilize appropriate achievement data from grade level/subject tests such as teacher-made or final quarterly exams, a minimum grade equivalent score on a district approved reading assessments and/or district approved math assessment, portfolio evaluation by the Superintendent or

designee, and/or appropriate end-of-course exams to determine grades for course credit or promotional purposes. Students must be provided at least forty-five (45) days from the date of transfer to prepare for assessments outlined in this paragraph per F.S. § 1003.4156(3)).

b. TRANSFERS OF CREDITS FROM HOME EDUCATION/PRIVATE SCHOOL When a student who meets legal age requirements transfers from a home education or private school, the principal is responsible for appropriate grade level/program placement based on an official transcript. Placement in the same grade as that

recommended by the former school is not automatic. Placement shall be based on placement tests, age, and previous school records.

Grade placement of students transferring from home education will be. determined by age, portfolio, annual evaluation, and other pertinent material furnished through the home education program.

c. TRANSFERS FROM OUT OF COUNTRY

The grade placement shall be age appropriate for English Language Learner (ELL)/ Limited English Proficient (LEP) students.

When a student enrolls from a foreign country and provides academic records indicating that the student has completed a course with a passing grade, the student should receive that credit/grade. If the student is transferring from a foreign country and studied his/her native language in the equivalent grades of middle or high school, enter each year of this language study as M/J Language Arts 1, 2, 3. For example, if the student took two years of Italian, enter the appropriate M/J Language Arts course number. If the transcript shows that the student successfully completed an English course in his/her country, credit will be given for world language (FLDOE SALA office).

Note: The State Board Rule on the State Uniform Transfer of Students in the Middle Grades was established to determine uniform procedures relating to the acceptance of transfer work and credit for students entering Florida's Public Schools composed of middle grades 6, 7, and 8 (6A-1.09942 F.A.C.). Grades/ Courses earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation.

II. MIDDLE SCHOOL INSTRUCTION

In the event of an individual, classroom, school-wide, or district crisis need, Gadsden Innovative Instructional Plan (Remote Learning) will act as the default instructional platform.

A. REGULAR PROGRAM – GENERAL PROGRAM REQUIREMENTS

1. **Student Performance**: Gadsden County Public Schools provides instruction in all required course standards and has instructional frameworks aligned to the course

standards in the areas of English language arts, mathematics, science, and social studies. Teachers instruct utilizing the instructional frameworks as a guide for sequencing standards-based instruction. A school wide system of progress monitoring is utilized to support students with identified deficiencies. Student progression is based upon mastering the standards in each course as evidenced by student grades on the student's report card as well as formative data obtained from progress monitoring and summative data obtained from a student's performance on the statewide, standardized assessment program.

- a. For grades and subjects in which no current state assessments are administered, the school district must establish and assess expected levels of performance for student progression using district-selected assessments such as students' class work; observations; class, school, district, and/or state assessments; or other relevant information.
- b. It is the responsibility of the classroom teacher to screen, instruct, assess, and monitor the progress of student proficiency on Florida's B.E.S.T. Standards. Each teacher shall develop daily lesson plans for all subjects taught. Plans should reflect the teaching of Florida's B.E.S.T. Standards for grades 6-8, including English Language Learners' and Exceptional Education Student modifications, when necessary. The principal or principal designee shall check lesson plans regularly. Standards will be consistently taught and assessed throughout the year. Assessment of proficiency will be based on Florida's B.E.S.T. Standards, supplemental materials, student work samples, observation of the student's performance, and teacher assessment.
- c. Each middle school shall regularly assess the reading ability of each 6-8 student. (See K-12 Comprehensive Reading Plan: Curriculum Decision Tree recommendations). State and district diagnostic assessment tools will be used to identify a student's area of academic need. It is the responsibility of the classroom teacher to screen all Gadsden County Public Schools' students within 30 school days of entry.
- d. The district's comprehensive program for student progression uses assessment data, including universal screening and ongoing progress monitoring, to evaluate the effectiveness of instruction, identify students needing more intensive instructional support, and monitor each student's response to implemented interventions. Students who do not meet grade level expectations receive increasingly intense intervention services. The areas of academic need and intervention strategies are defined through a problem-solving/Multi-Tiered System of Supports (MTSS) process. Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency. Students are matched to strategic and intensive interventions based on data from multiple assessment sources. Student progression decisions consider the effectiveness

of core instruction and the student's response to evidence- based interventions. Interventions for academic and/or behavioral deficiencies will be provided through the Gadsden County Public Schools Multi-Tiered System of Supports (MTSS) process.

Parents may not refuse remedial/intervention services. A school district has the authority and responsibility to design the student's course of study. It is the school that is held accountable for the student's progress.

- e. As required by Florida Statute 1001.42 (18) (b) A school that serves any students in kindergarten through grade 8 shall implement an early warning system to identify students in such grades who need additional support to improve academic performance and stay engaged in school. The early warning system must include the following early warning indicators:
 - Attendance below 90 percent, regardless of whether absence is excused or a result of out-of-school suspension.
 - One or more suspensions, whether in school or out of school.
 - Course failure in English Language Arts or mathematics during any grading period.
 - A Level 1 score on the statewide, standardized assessments in English Language Arts or mathematics

When a student exhibit two (2) or more early warning indicators as required by law, a school-based team, in consultation with the student's parent, shall determine appropriative intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multi-disciplinary team.

- f. Student satisfactory achievement is defined by Gadsden County Public Schools as the on-going demonstration and application of Florida Standards/Next Generation Sunshine State Standards. Satisfactory achievement on statewide, standardized assessment is defined as scoring at level 3 or above. Each student must participate in assessments as required by Florida Statutes 1008.25.
- g. Students must demonstrate a satisfactory level of achievement in English language arts, mathematics, science, and social studies at each grade level as determined by state/district levels of achievement on state assessments and/or local levels of achievement on district assessments. The independent work of the student will be considered as a criterion in the student's placement decision.
- h. All parents will be notified regularly of their child's achievement during the school year. Gadsden County Public Schools will report to the parent of each student the progress of the student toward achieving state and district expectations for satisfactory achievement in English language arts, mathematics, science, and social studies. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. The final report card will indicate performance or non-

performance at grade level, acceptable or unacceptable behavior, attendance, and promotion or retention.

NOTE: The Gadsden County School District is committed to the academic, social, and ethical development of all scholars. We feel that academic dishonesty inhibits a scholar's achievement and compromises the trust between teacher and scholar, which is fundamental to the learning process. The academic integrity code communicates the meaning and importance of intellectual honesty to all scholars, articulates and supports the interest of the learning community in maintaining the highest standards of conduct in academic affairs. Our code identifies, sanctions, and educates those who fail to live up to the stated expectation of the Gadsden County School District regarding these standards.

An integral part of education is developing a sense of academic honesty and integrity. Gadsden County School District has zero tolerance in regard to cheating/plagiarism, whether in the face to face or the remote environment. If a student cheats or plagiarizes on any class work or assessment (tests/quizzes), that student will receive a zero and the classroom teacher will notify their parent/guardian. In addition, any student who assists another student in the act of cheating/plagiarizing will experience the same consequences. Students will have an opportunity to complete the assignment or take the assessment to assist the student in mastery of the content; however, their grade will remain a zero.

B. PROGRAM OF STUDY

Students in grades 6 through 8 will receive a progressive course of instruction. Beginning with students entering grade 6 in the 2006 - 2007 school year, promotion from a school including grades 6, 7, 8 requires that the student must successfully complete academic courses as follows:

Middle School Curriculum				
Required Courses for 6-8	Middle School Credits			
Language Arts ^{1,2,3}	3			
Mathematics ^{1,2,4}	3			
Science ^{1,2}	3			
Social Studies ^{1,2,5}	3			
Physical Education ^{6,8}	1.50			
Health ^{6,8}	1.50			
Electives ^{7,8,9}	3			
Total Credits	18			

¹ Any student who scores a level 3 or above on state required assessments in Reading and Math should be considered for placement in advanced coursework.

² Three middle school or higher courses are required in the curricular area.

³ These courses shall emphasize literature, composition, and technical text.

⁴ These courses may include M/J Mathematics 1 and 2, Pre-Algebra, Algebra I, Algebra I Hon., Geometry, and Geometry Hon. in the indicated sequence.

⁵ These courses include World History, Civics, US History, Law Studies, or **high school courses** designated as Social Studies electives in the Florida Course Code Directory when approved by

Academic Services – one semester of which must include the study of state and federal government and civics education.

- ⁶ Students should be enrolled in one semester of physical education and one semester of health education (which includes instruction on bullying prevention, character education, internet safety, mental and emotional health, substance use and abuse, and child trafficking prevention in grades 6-8; in addition, teen dating violence and abuse prevention should also be included in grades 7-8.
- ⁷ All students in grades 6 − 8 who score Level 1 or 2 on state required Reading assessments must be enrolled in an intensive reading course or a reading intervention based on their state required Reading assessment reading level and fluency level as prescribed by the student reading placement requirements for GCPS.
- ⁸ The required intensive reading course or reading intervention may take the place of an elective. Health or Physical Education (PE) shall be considered last when replacing an elective for an intensive course.
- 9 All students in grades 6-8 who score Level 1 or 2 on state required Mathematics assessments must receive remediation the following year. The remediation may be integrated into a regular mathematics course if not provided in a separate intensive mathematics course.

NOTE: Students will a Significant Cognitive Disability/Deficiency as determined by the IEP team should be scheduled into the appropriate ACCESS POINT Courses.

Students not meeting grade level expectations receive increasingly intense instruction/intervention services to support student academic proficiency. Students will receive a Progress Monitoring Plan that identifies instruction/intervention support through a multi-tiered system of support (MTSS). Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency.

*Federally required student plans include the following:

- a. Individual Education Plan (IEP): An IEP is defined as a written statement for each student with a disability that is developed, reviewed, and revised in accordance with Section 614(d) of the Individuals with Disabilities Education Act (2004). If the student's IEP does not address the student's deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide progress monitoring system or an Individual Progress Monitoring Plan. (Example: A speech-only IEP which does not address the academic deficits would not suffice.)
- b. For students with disabilities whose IEP team has determined that an alternate assessment is appropriate, an IEP, an individual progress monitoring plan, or a school-wide progress monitoring plan must be developed to address the deficits in reading, mathematics, science or writing on the Florida Standards Alternate Assessment (FSAA).
- c. Section 504 Plan: A Section 504 Plan provides students with disabilities equal opportunity to benefit from educational programs, services, or activities as is provided to non-disabled peers by the provision of necessary accommodations based on the individual needs of the student. If the student demonstrates a deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide

- progress monitoring system or an Individual Progress Monitoring Plan.
- d. English Language Learners (ELL) Plan: The individual student ELL Plan provides documentation of ELL student status, assessment data, equal access, and programmatic assessment for correct placement. The documents are kept in a red folder in the student's permanent record file (6A-6.0901(6) FAC). The plan consists of three parts: Part A includes documentation of programmatic assessment and the eligibility assessment for entry and exit and annual evaluation; Part B includes the student schedule; Part C is used for post-reclassification monitoring of exited students. If the student's ELL Plan does not address the student's deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide progress monitoring system or an Individual Progress Monitoring Plan.

The school must develop and implement the appropriate plan outlined above in consultation with the student's parent or guardian for each student who has been identified as not meeting district or state requirements for proficiency in reading, writing, science, and/or mathematics. School staff must use all available resources to achieve parent/guardian understanding and cooperation with the progress monitoring plan requirements. Additional diagnostic assessments must be administered to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Each school will develop programs or strategies to assist low performing students in meeting subject or promotional requirements through Safety Net programs.

School Safety Nets: Each school will offer safety nets or strategies to assist low performing students in meeting course or promotional requirements. Each school will develop Safety Net Programs to assist low performing students in achieving academic success. These may include but are not limited to the following:

- a. Differentiated classroom instruction,
- b. Before, during, and after-school tutoring,
- c. Saturday School,
- d. Computer-Assisted instruction,
- e. Mentoring,
- f. ESOL services.
- g. Exceptional Student Education services,
- h. Program designed by school administration and staff,
- i. Florida Virtual School,
- j. Drop-Out prevention programs.

NOTE: ELL students and students with disabilities shall not be excluded from appropriate safety nets available at their schools.

III. MIDDLE SCHOOL PROMOTION REQUIREMENTS

A. SUCCESSFUL COMPLETION OF COURSES

To be promoted within middle school at the end of a given year, a student must pass a

minimum number of core courses as indicated below:

Middle School Promotion Requirements (Grades 6-8)			
To Grade	o Grade Course Requirements		
7	Successfully complete three or more 6th grade core courses ^{1,2,3,4}		
8	Successfully complete three or more 7th grade core courses and recover the core course not passed in 6th grade, if applicable ^{1,2,3,4}		
9	Successfully complete all four 8th grade core courses and recover the core course not passed in 7th grade, if applicable ^{1,2,3,4}		

¹ Core courses are language arts, mathematics, science, and social studies.

NOTE: A student with a disability who has been grade-adjusted through the ESE Reevaluation Review Team shall be promoted based on the credits earned in the years completed during middle school. Promotion for these students is not dependent on credits for grades missed by the student due to the grade-adjustment.

NOTE: Beginning in the 2012-2013 school year students enrolled in Biology and Geometry are required to take the state EOC and the state EOC shall count as 30% of the final grade. In 2013-2014, middle school students are required to take the state EOC for Civics; it shall count as 30% of the final grade. Middle school students enrolled in Algebra 1, Geometry or Biology are required to take the state EOC which shall count as 30% of the final grade. Students must pass the Algebra 1 EOC to graduate.

NOTE: A student with a disability, as defined in 1007.02 (2) F.S., for whom the Individual Education Plan Team determines that a state end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the state end-of-course assessment results waived for the purposes of determining the student's course grade and completing the requirements for middle grades promotion. This process cannot take place until AFTER the student has taken and failed the state EOC.

NOTE: Students must complete a Career and Education Planning course as defined in F.S. § 1003.4156. The planning course must be completed in grades 6, 7, or 8 and shall be integrated into a course approved by the Office of Academic Services. The Career and Education Planning course must result in a completed personalized academic and career plan.

Students completing instruction through remote learning are subject to the same promotion requirements as students enrolled in face-to-face instruction.

² Teachers and administrators have an obligation to provide timely intervention so that students may recover courses (core or elective) during the academic year.

³ One core course failed and not recovered during the academic year may be recovered during DCPS Summer Education Programs (if available) or during the summer through a private or out-of-county provider to meet course requirements for promotion.

⁴ Students shall not repeat previously passed courses.

1. PROMOTION TO HIGH SCHOOL

Promotion of students from middle school to high school will be based on:

- a. A minimum final grade of "D" in all 12 required core courses in the middle school required curriculum, and .
- b. One of the three social studies courses must be Civics. There is a statewide, standardized end-of-course exam for Civics that must be taken and factored in as 30% of a student's course grade.
- c. Eighth grade students must successfully complete 12 required core courses prior to the first day of the school year to be eligible for promotion to high school.

B. CIVICS INSTRUCTION

If a student transfers into a Florida public school after the beginning of the second term of eighth grade, he or she is not required to meet the civics education requirement for promotion if the student's transcript documents passage of 1) three (3) courses in social studies and 2) two (2) year-long courses in social studies that include coverage of civics education. If this is not the case, the student must be immediately enrolled in civics, participate in the Civics EOC, and the results of the EOC must constitute 30% of the course grade. The school principal or designee shall determine whether the student who transfers to the middle grades school, and who has successfully completed a civics course at the previous school, must take the Civics EOC. [FS1008.22(3)]

C. CAREER AND EDUCATION PLANNING COURSE

The Career and Education Planning Course is a required component of the Middle Grades Social Studies curriculum and will include online access to career planning options and tools. In grade 8, students will develop a personalized academic and career plan signed by the student, teacher, and parent/guardian. The plan will be reviewed and updated by the student and school counselor.

D. MENTAL HEALTH

School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse. Sections 1001.02 (2)(n), 1003.43(2). F.S. Rule 6A-1.094121. **Effective July 2019**

E. REQUIRED PARENT MEETING

Each school that includes middle grades must conduct an annual parent meeting in the evening or on a weekend to inform parents about the course curriculum and activities. [F.S.1003.4156(1)(e)(1-4)]

IV. REQUIRED REMEDIATION IN READING AND MATHEMATICS

A. INTENSIVE/INTEGRATED READING

Reading Remediation – If a middle grades student scores Level 1 or Level 2 on FSA Reading, the student must enroll in and complete a remedial course or content area course in which remediation strategies are incorporated into course content delivery. All diagnostic, placement, progress monitoring, and reading program strategies will be conducted in accordance with the District School Board of Gadsden County K-12 Comprehensive Reading Plan as required by [F.S.1001.62(8)].

B. INTENSIVE/INTEGRATED MATHEMATICS

Mathematics Remediation – If a middle grades student scores Level 1 or Level 2 on FSA Mathematics, the student must receive remediation. This remediation requirement will either be integrated into the student's required mathematics course at the next grade level, or the student will participate in an intensive remedial course.

V. GRADING SYSTEM

A. TEACHER AUTHORITY

The teacher shall be the authority in assigning each student a grade.

B. SECONDARY GRADING GUIDELINES

The goal of Gadsden County School District is to move all students to academic success. This ensures high levels of learning for all students. For all students to learn, there are four essential components:

- 1. Highly effective core instruction
- 2. Systematic identification of each student's level of success during instruction
- 3. A multi-tiered system of supports to ensure that all students learn
- 4. Accurate and meaningful reporting of student achievement.

Section 1. Initial Instruction:

Teachers and students much have clear expectations of the course standards as defined in Florida's course descriptions located at

http://www.fldoe.org/academics/courses/course-descriptions.stml.

- Learning targets are clearly articulated (e.g. posted on board, described in rubrics, listed on assignments)
- Instruction is scaffolded to develop learning to achieve the targeted outcomes at a proficient level
- Assignments and assessments are aligned with the Florida standards.

Section 2. Assessment Types and Calculation Method:

Teachers gather information for two distinct reasons: to make instructional decisions (diagnostic and formative assessment) and to communicate a summary of the student's achievement (summative assessment).

- It is the purpose and timing of the assignments that determine whether it is diagnostic, formative, or summative.
- When possible, the way students are formatively assessed should match the way they are summatively assessed. For example, if students are to give an extended oral presentation (summative assessment), it is appropriate that

they first do smaller oral presentations (formative assessment).

Diagnostic measures have two purposes.

- Screening assessments prior to instruction provide information on learner readiness.
- Diagnostic information can also be used during instruction to target areas of intervention.

Formative measures involve ongoing assessment and grading feedback for the purpose of instructional decision-making and are vital to teaching and learning. Teachers must assess the learning of their students frequently to evaluate the

effectiveness of instruction and plan for future instruction. Formative data:

- Provide evidence on recent performance and patterns of learning.
- May be derived from pretests and other diagnostic tools.
- Respond accordingly to student learning needs, perhaps with an adjustment in instruction.
- Enable the teacher to determine if students are prepared for the summative.
- Enable students to do a self-evaluation of their own learning so they can identify areas of need and seek out assistance.
- Align with standards, summative assessments, and reinforce learning.

Summative measures are essential to grading. Teachers use report card grades to share information with parents and students and to call attention to the needs of struggling students. Report card grades also play a role in higher education, career opportunities, promotion, and retention decisions and may be used to identify students for evaluation of special programs and services.

Section 3. Assessment Guidelines, Grading Practices and Procedures:

Evaluation of achievement will indicate progress toward the mastery of the Florida B.E.S.T. Standards. A student's grade should consist of multiple measures. The grades reflecting achievement in academic courses in grades 6-8 with numerical equivalents shall be as follows:

Letter	Percent	Grade Point	Rubric Description	
Grade				
A	90-100	4.0 GPA	Outstanding Progress	
В	80-89	3.0 GPA	Above Average Progress	
С	70-79	2.0 GPA	Average Progress	
D	60-69	1.0 GPA	Lowest Acceptable Progress	
F	45-59	0.0 GPA	Failure	
I	0	0.0 GPA	Incomplete	
N		0.0 GPA	No Grade	

- ➤ Multiple formative assessments in a 9-week period are recommended.
- > Students may be reassessed to maximize opportunities for progress. When a student's score on a retake is less than the original score, the higher score should be used.
- Students and parents need timely and accurate feedback to effectively monitor learning progress.
- ➤ Best practice: Focus should be updated weekly (except in the case of unusual circumstances). Grades of "0" (zero) should not be entered in advance of assigning work to students.

- ➤ Students who are submitting late work (due to absence) should have one day, or one day for each day absent (whichever is greater), to submit work unless the teacher determines there are extenuating circumstances which necessitate an extension, or a school-wide policy exists that grants additional time.
- Nonacademic behavior (conduct and effort) should be reported separately from achievement grade.

Homework Policy. Each school shall have a homework policy which ensures that students will have regular home assignments which reinforce and enhance student learning. Each school shall include its homework policy in the student handbook.

When developing the school-based policy consider these best practices:

- ➤ Homework should be an enriching experience with meaningful feedback given promptly. It is critical for students to also understand the purpose of their assignments and should not be used as a form of punishment or busy work.
- The purpose of homework is to develop intellectual discipline, establish good study habits, balance classroom workload, supplement and reinforce material covered in class, and serve as a link between home and school.
- ➤ Homework assignments should be at the instructional level that matches students' skills.

Section 4. Intervention and Remediation:

The focus of instruction should be getting students to achieve their full learning potential. When students demonstrate a lack of proficiency on standards, they must receive intervention(s), which may lead to assessment retakes or alternative assignments aligned to the non-proficient standards. Proficiency is defined by the state of Florida as 70% or higher.

When considering the need for intervention and/or remediation, there are several factors that impact educational outcomes and student performance. The PAIR process is a problem-solving method used to determine student needs and assist teachers to align intervention and remediation methods appropriately.

PAIR Process:

- 1. Problem Identification (What is the Problem?)
 - Teacher analyzes formative assessments to identify weaknesses in performance due to student readiness or instructional alignment.
- 2. Analyze the Problem (Why is it occurring?)
 - These factors include: *Instruction*: (how content is presented including types of materials, grouping, etc.) *Curriculum*: (content that is taught including scope and sequence); Environment: (where the student sits, physical arrangement of the room, lighting, noise, etc.) *Learner*: (the actual student)
 - Considering the factors will help teachers to determine likely causes of the problem and to choose the appropriate intervention method.

- 3. Intervention Design and Implementation (What do we do about it?)
 - Based on the pervasiveness of the problem, the student is given access to the appropriate intensity of intervention in addition to core instruction.
 - Teacher and student determine a plan for remediation.
 - Intervention may include but is not limited to reassessment, tutoring, or intervention support aligned to the non-proficient standards. Intervention does not necessitate retaking an assessment.
- 4. Response to Intervention (Is the plan working?)
 When student performance is still below proficiency after intervention, the teacher should repeat the PAIR process to identify another intervention method.

It is the ongoing responsibility of the teacher to identify, as soon as possible, to the principal and parents/guardians, those students who do not appear to be making satisfactory progress toward achieving grade level objectives. For these students, the teacher should develop a progress monitoring plan. When the progress monitoring plan is unsuccessful in meeting the student's needs, the student should be referred to the school's Multi-tiered Systems of Support Team (MTSS). This team will further analyze barriers to academic success, develop targeted interventions, monitor the student's response to interventions, and refer for evaluation if deemed appropriate.

C. ASSIGNMENT OF FINAL GRADES

The student's final grade in a course will be determined by quarterly academic grades and other relevant performance criteria (e.g., exams, projects and other demonstrations of mastery of the Florida B.E.S.T. Standards). Teachers have the responsibility to determine final grades using quarter grades and other evaluations as appropriate. (The final grade does not always reflect a simple average of quarter grades).

Final grades will be determined based on the following formulas:

Courses without a State EOC

For a 1.0 credit course

(Q1 + Q2 + Q3 + Q4)/4 = Final Grade

For a 0.50 credit course

(Q1 + Q2)/2 = Final Grade

Courses with a State EOC

For students for which the state End of Course Exam (EOC) will count as 30% of the student's final grade, a final 1.0 credit grade will be awarded for the course based on the following formula:

 $((Q1 + Q2 + Q3 + Q4)/4 \times .70)) + (state EOC \times .3) = Final Grade$

NOTE: A student with a disability, as defined in F.S. § 1007.02, for whom the Individual Education Plan Team determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end -of -course assessment results waived for the purposes of determining the student's course grade. The final grade will be based on the average of the 4 quarter grades.

D. TEACHER COMMENTS

Teacher comments on the report card shall be indicated through a coding system, and the report card shall contain a narrative explanation of the grading system.

E. FREQUENCY OF REPORT CARD DISTRIBUTION

Report cards shall be issued four times during the school year. In addition, schools are required to issue mid-quarter progress reports to all students.

F. DANGER OF FAILURE

Any time during a grading period that a student is in danger of failing, the teacher must make a documented contact with the parent by speaking with them on the phone, meeting in a conference, or sending written notification [FAC 6A-6.0908].

G. PARENT/TEACHER CONFERENCES

Parent-teacher conferences shall be scheduled as requested by parents and/or teachers.

H. RETENTION DECISIONS & THE ROLE OF JUDGMENT

While retention decisions will be made on a case-by-case basis with the principal having the final decision, the teacher's judgment and the student's work portfolio play a critical role in the evaluation of a student's satisfactory performance and in the identification of a student's area(s) of academic need. Pertinent factors, such as teacher observation, classroom assessment results, and classroom performance, must be considered by the teacher to identify the intervention(s) and/or intensive instructional strategies that will assist that student in meeting district and state performance levels.

Students who do not satisfactorily achieve established performance standards for promotion will be assigned to the same grade for the next school year. Instruction will be provided to help these students make acceptable progress.

Parent Notification

1. A teacher shall send home a written scholarship warning/progress report that serves as written notification at no later than 10 days after the progress report for a grading period when it is apparent that a student may fail or is doing unsatisfactory work that may lead to failure in any subject. Scholarship warnings may be distributed through US Mail or email for parents. School staff should put forth their best effort to verbally communicate scholarship warnings to students and parents via phone, email, or other means to confirm receipt. Parents and guardians opting to have written communication must make the request in writing to the school principal or designee. The parents will be offered an opportunity for a conference with the teacher and/or principal/designee. A student

may not receive a grade of "F" if this procedure has not been followed.

2. Schools are required to provide formal written notification of anticipated retention at the end of the first semester or any time thereafter that a student is in danger of failing a subject. Electronic communications do not meet this requirement. A student shall not be retained if this procedure is not followed, except third grade students who score a Level 1 on state required Reading assessments pursuant to 1008.25 F.S. In addition, for students with disabilities who have an IEP or Section 504 Plan, a meeting shall be scheduled to review the IEP or Section 504 Plan to consider the need for revision of support and/or services for the student.

Parent Request for Retention

A parent request for retention of a student who has met minimum promotional standards must be submitted in writing to the principal for review. The principal will determine grade placement for the next year based on teacher recommendation(s) and review of appropriate evaluations. If approved by the principal, this shall be considered a retention in the student's records. Written notification will be provided to the parent that the request for retention is approved for the school year indicated. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion/placement pursuant to F.S.1008.25(6).

I. RETENTION PROVISIONS FOR STUDENTS WITH DISABILITIES

- a. The teacher must document the implementation of identified accommodations/adaptations and intensive instruction/interventions as indicated in the student's IEP before assigning a failing grade to a student with a disability with an IEP.
- b. The teacher must document the implementation of identified accommodations on the Section 504 Plan and intensive instruction/interventions as indicated in the student's Progress Monitoring Plan (PMP) before assigning a failing grade to a student with a disability with a Section 504 Plan.
- c. The teacher must make the documentation of accommodations/adaptions and intensive instruction/interventions available when requested by the principal/designee prior to the end of the school year for any student with a disability receiving a failing grade

VI. EXPECTED PERFORMANCE LEVELS

A. CHART OF GRADE LEVEL PERFORMANCE LEVELS

Students in Florida and Gadsden County are expected to meet state and local performance standards as follows:

Grade	Reading	Mathematics	Science	Social Studies

6	≥ Level 2 Grade 6 FAST ELA or iReady 23-35	≥ Level 2 Grade 6 FAST Mathematics or iReady 20-35	60% or higher End-of-Year Assessment	60% or higher End-of-Year Assessment
7	≥ Level 2 Grade 7 FAST ELA or iReady 23-35	≥ Level 2 Grade 7 FAST Mathematics or iReady 20-35	60% or higher End-of-Year Assessment	≥ Level 2 Civics EOC
8	≥ Level 2 Grade 8 FAST ELA or iReady 23-35	≥ Level 2 Grade 8 FAST Mathematics or iReady 20-35	≥ Level 2 Grade 8 NGSS Science *	60% or higher End-of-Year Assessment

^{*} or pass the appropriate high school end-of-course assessment

B. STUDENTS WITH DISABILITIES

Students with disabilities are required to meet the same standards as nondisabled students unless they are taking access point classes and participating in Florida Standards Alternative Assessment as determined by the IEP Team and documented in the student's IEP.

VII. RETENTION

A. MORE THAN TWO FAILURES

Students who fail more than two of the 4 core academic courses (language arts, mathematics, social studies, science) will be retained.

B. TWO FAILURES (GRADES 6 OR 7)

Students in grade 6 or 7 who fail two of the 4 core academic courses have the option to enroll in a virtual instruction program (Fuel Education/K12, Florida Virtual School, or Edgenuity) to engage in credit recovery during the summer. Students in grade 6 or 7 may be conditionally promoted to the next grade upon successful completion of one failed course through virtual instruction during the summer. These students are expected to be enrolled in credit recovery for the second failed course during the next school year.

C. ONE FAILURE

Students who fail one core academic course may be conditionally promoted to the next grade. These students are expected to do credit recovery through virtual instruction during the summer.

D. PROMOTION TO GRADE 8 OR 9

7th grade students must successfully complete all 6th grade core academic courses or higher and if necessary, comply with B and C above to be promoted to grade 8. 8th grade students must successfully complete all 6th, 7th, and 8th grade core academic courses or higher to be promoted to grade 9. Grade 8 students may not be promoted to grade 9 until they have successfully passed all 12 middle grades core courses or higher.

E. CONDITIONAL PROMOTION (GRADE 7 OR 8)

Conditionally promoted students in grade 7 or 8 who have not passed all courses of the previous grade must be passing all courses at the end of the 1st quarter to remain at that grade level. Students failing one or more courses will be returned to the previous grade.

F. ENGLIGH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) PROMOTION/RETENTION

No promotion or retention decision may be made for any individual student classified as English Language Learner (ELL)/Limited English Proficient (LEP) solely on a score on any single assessment instrument, whether such assessment is part of the statewide assessment program or of a formal district assessment process. A formal retention recommendation regarding an ELL/LEP student may be made through action of the school's ELL/LEP Committee [FAC 6A-1.09432].

G. SUMMER SCHOOL IN OTHER DISTRICTS

Students who attend academic summer school in other states or districts may be conditionally promoted based on transcripts or other data indicating that they have successfully completed remediation. This promotion will be validated through student performance in the first quarter of grade 7 or 8 through district and classroom assessments.

H. OTHER REASONS

Students will not be retained for reasons other than course failures as stated in A- G.

VIII. ACCELERATION POLICY

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into high school. The student's commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. School principals are required to inform parents and students of the available ACCEL options and the student eligibility requirements. Parent permission is required for ACCEL options and a signed ACCEL Middle Grade Performance Contract (Appendix G).

Acceleration Options:

Whole Grade Promotion – Promotion of a student occurring at the end of the school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, the student will be returned to the former placement.

Mid-Year Promotion – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement**. If appropriately placed, the student will be formally promoted to the next grade level mid-year.

Subject Matter Acceleration – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement**. High school courses taken in middle grades will be used to satisfy middle school promotion criteria once the student is enrolled in high school. The grades will become part of the high school academic record, including failing grades, and may impact future promotion. Student schedules must reflect courses taken.

Virtual Instruction Higher Grade-Level Subjects - A student that is placed with students at a more advanced grade level in a virtual class for one or more subjects for a part of a day without being assigned to a higher grade. High school courses are accessible only through K12 Virtual School or Panhandle Area Educational Consortium (PAEC) Virtual School.

Credit Acceleration Program (CAP) – 1003.4295, F.S. The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified score on the EOC. For 2020-2021, these courses include Algebra 1, Geometry, Biology, and United States History. The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance, as defined in F.S. 1008.22(3)(c)(5) on the corresponding EOC. Students interested in this option should confer with their counselor. 1003.4295 F.S.

The requirements and eligibility process is as follows:

- The EOC will be administered only at the times established by the state assessment calendar.
- The score necessary to earn credit will be determined by the state and applied in all situations.

- Only credit (no grade) will be earned by meeting the passing score on the EOC.
- For the April testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by school counselor no later than **February** 1.
- For the July testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by the school counselor no later than **May 1**.
- For the September testing date, the *Mastery Exam Request Form* (Appendix H) must be completed and received by the counselor no later than July 1.
- For the December/January testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by the counselor no later than **October 1**.
- As part of the Mastery Exam Request, students will be required to supply
 evidence that they are prepared to sit for the EOC or that there is
 reasonable
 - justification for the request. This evidence includes but is not limited to previous F.A.S.T. or FSA scores and grade in the most recent math or science course taken.
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and evaluated.

Multi-Age Gifted – A district identified gifted or high achieving student may be placed with multi-age students (Grades 6-8) for the entire day to work on Advanced 6-8 coursework (which generally rotates on a three-year cycle). The program provides a uniquely differentiated curriculum and allows students the opportunity to interact with intellectually similar peers throughout the day. This approach will allow students to collaborate with other like-minded students, engage in more challenging assignments and gain confidence to express ideas in alternative ways. Students will gain opportunities to study content with a greater depth and complexity.

Procedures – The following procedure must be followed to consider a student for any of the ACCEL options:

- 1. If a parent requests consideration, it must be in writing using the *Request for Middle Grades Acceleration* form (**Appendix F**).
- 2. The parent must meet with the Principal/Counselor to review the request and the student's eligibility for acceleration.
- 3. If the request is granted, the parent and student must agree to a *Middle Grades Performance Contract* (**Appendix G**) prior to acceleration being granted.

Criteria and Procedures

Criteria	Whole Grade Promotion	Mid-Year Promotion	*Subject Matter Acceleration	Virtual Instruction Higher Grade-Level Subjects	Gifted Multi- Age (3 year program)
School Based, Parental and Teacher-Initiated Requests	in writing by the 4 th quarte school year u Request for A form (Apper	Acceleration ndix F)	Request must be writing prior to the first nine weeks school year usin for Acceleration (Appendix F)	the end of the of the current g the <i>Request</i> form.	School-Based decision
Assessment Results and Grades	reading and the PM 2. Final grades school year of (science, masstudies, and Language At 90% or above) Current core (science, masstudies, and studies, and studi	core course work th, social English rts) must reflect e. course work th, social English rts) must reflect	A recent FAST I reading or mathe 3 of the previous Final grades in pyear core course considered for acreflect 90% or al Current core coursidered for acreflect 90% or al * See Appendix Track Advanced Placement Criter	ematics on PM s school year. previous school being celeration must bove. arse work being celeration must bove. E for Fast-Math	District identified gifted students Students with high academic achievement pending availability as determined by school staff School-based matrix (See school counselor)
Attendance	No more than 5 absences in a period of 30 days or no more than 10 absences in a period of 90 calendar days				
Teacher Recommendation	A written recommendation from the student's current grade level teachers for promotion requested				
School Counselor Recommendation	A written recommendation from the student's current school counselor for promotion requested				
Principal Approval	In accordance with state statute 1212.28(5) F.S. the principal of the school is the final authority in the placement of students in programs or classes				
District Approval	If promotion involves change in schools, the Superintendent/Designee and principals of both schools must be involved in the decision process.				

IX. PARENT NOTIFICATION

Annually, the school district shall provide a written report to parents/guardians of students' performance on each statewide assessment [FAC 6A-6.0908(2)].

X. PROGRESSION FOR ENGLISH LANGUAGE LEARNER/LIMITED ENGLISH PROFICIENT STUDENTS

A. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) READING INSTRUCTION

As required by [F/S.1003.56], the District School Board of Gadsden County will provide ELL/LEP students with comprehensive instruction that is equal in amount, sequence, and scope as that provided to no-ELL/LEP students. The district will enroll ELL/LEP students who are reading below grade level in English and who score Level 1 or Level 2 on FSA ELA in courses appropriate to their level of English proficiency and reading ability.

B. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) STUDENT READING PERFORMANCE

Diagnostic, placement, progress monitoring and evaluation of ELL/LEP student performance in reading will be conducted as specified in the district's K-12 Comprehensive Reading Plan.

XI. HIGH SCHOOL CREDIT FOR MIDDLE SCHOOL STUDENTS

A. COURSES AVAILABLE

High School Credit in Middle School

In accordance with Florida statutes 1003.4156 F.S., 1008.22(3)(c)2.1 F.S., middle grades students must be enrolled appropriately in high school creditearning courses. Courses will adhere to high school grading policy which may be found in the high school program section of the Student Progression Plan. Middle grades students earning high school credit shall simultaneously be credited with meeting the requirements for the appropriate corresponding pre-grade 9 courses. High school courses taken below grade 9 are included in student's cumulative GPA and may be used to satisfy high school graduation requirements and Bright Futures award requirements.

B. GRADE FORGIVENESS

Based on [F.S.1003.4282(6)], middle school students who attempt Algebra I, Algebra I Honors, Geometry, Geometry Honors, Biology, Biology 1 Honors, Spanish I, Spanish II, or other approved courses through ACCEL for high school credit may repeat the same or a comparable course to replace a grade of "C", "D", or "F" through grade forgiveness. Any grade for a repeated course for credit will replace the former grade in GPA calculation; however, all course grades will still be documented in high school official academic transcripts, cumulative student records, and in an automated system. In addition, grades from all courses taken must be included in the GPA calculation unless the grade has been forgiven by retaking the same or comparable course. Under local district policy, if retaking a course improves an "F" to a "D",

only the "D" will be calculated in the GPA. If a student earns the same letter grade twice for the same course, only ONE of the letter grades will be counted in the student's GPA calculation. In all cases of grade forgiveness, only new grades shall be used in GPA calculation.

C. AWARDING OF CREDIT

Students who drop a high school course are strongly encouraged to do so during the first grading quarter to avoid academic penalties. If students remain in a high school course(s) through the second grading quarter (first semester), the grade(s) and credit(s) earned will be added to the high school official transcript. Any student dropping a high school course will be returned to a comparable middle school level course. One semester of a high school math course will be considered partial fulfillment of the math course requirement for promotion from 8th to 9th grade. Please see **Appendix D** for complete description of Middle Grades EOC requirements. Students successfully completing middle school may begin earning their community service hours for high school transcripts beginning on the first day of 9th grade. Students who successfully complete an online course in grades 6-8 for high school credit may use that course to satisfy the online course for high school graduation requirement.

XII. TRANSFERS FROM OTHER SCHOOLS

A. FOREIGN STUDENTS

Foreign-Born Students – The grade placement shall be age-appropriate for English Language Learner students who are unable to obtain records from previous schools. The principal may review and make changes in placement based on the academic performance of the student during the first grading period. The principal is responsible for the final placement decision.

B. MILITARY CHILDREN

See **Appendix A** for Military Children

C. HOME EDUCATION

Home Education [F.S.1002.41]

- 1. A "home education program" is the sequentially progressive instruction of a student directed by his or her parent to satisfy the attendance requirement of [F.S.1002.41, 1003.41, 1003.01(4), 1003.21(1), and 1002.01].
- 2. Parents must register home education students with the District School Board of Gadsden County within 30 days of the establishment of the home education program.
- 3. Parents must provide written notice of termination to the District School Board of Gadsden County within 30 days of the termination of a home education program.
- 4. Parents must maintain a portfolio of records, educational activities and materials. Portfolios available for the district school superintendent, or the district school superintendent's designee, upon 15 days written notice.
- 5. Parents shall provide for annual educational evaluations documenting that the student's educational progress is at a level commensurate with his or

- her ability.
- 6. A home education program shall be excluded from meeting the requirements of a school day.
- 7. Home education students may participate in the District School Board of Gadsden County interscholastic extra-curricular student activities at their zoned school. Home education students participating in an extra-curricular activity may attend the specific course required for participation in the activity.

D. VIRTUAL EDUCATION PROGRAMS

- 1. Students, including home education students, may take middle grade level courses offered through the virtual instruction programs (i.e., Fuel Education, Edgenuity, Florida Virtual School, and PAEC Virtual).
- 2. Virtual courses shall be available to students during or after the normal school day or during summer school enrollment. Students should be enrolled in a full schedule in the middle school which may include Fuel Education, Florida Virtual School, or Edgenuity course(s).
- 3. Students requesting to take a course offered by one of the virtual providers must have parent approval (Appendix G). Students and their families must consult with the middle school counselor prior to applying to or enrolling in virtual courses.
- 4. Schools must accept all academic grades and credits attempted and/or earned through virtual coursework as approved by the school counselor. These grades will also be included in the calculation of the high school GPA for any high school courses taken at the middle school level. Grade forgiveness policies will apply to virtual school courses.
- 5. To avoid academic penalties, students must withdraw from courses based on deadlines set by the virtual education providers (Fuel Education, Florida Virtual School, or Edgenuity).
- 6. A full-time K12 Virtual School or PAEC Virtual School student who meets specified conduct and academic requirements is eligible to participate in extracurricular activities at the district public school to which the student would be assigned.

E. FULL-TIME VIRTUAL STUDENT EDUCATION

FUEL EDUCATION, FLORIDA VIRTUAL SCHOOL (FLVS), & EDGENUITY are <u>full-time</u> online options for students in grades K-12. A parent must make a written request to the District School Board of Gadsden County Office of Virtual Learning for reassignment from the district school and meet eligibility requirements for the student to be admitted. Enrollment is typically allowed during the open enrollment periods prior to the beginning of the academic year and at midyear. These programs are completely Internet-based and serve students in grades K-12. Students with access to the Internet can complete their course work from any place, at any hour, and for as long as they choose. Students are responsible for completing their course assignments and submitting them via email to the teacher for feedback and grading. The

chart below will provide a description of the district's full-time virtual program and the eligibility criteria for entering a virtual learning program.

PROGRAM	K12 Virtual School and PAEC Virtual School Grades 6-8
NAME	
PROGRAM	• Fuel Education, Edgenuity, and Florida Virtual School are Full-
DESCRIPTION	Time district schools.
	• Fuel Education, Edgenuity, and Florida Virtual School deliver
	online instruction through contracted Virtual Instruction Providers.
	Fuel Education, Edgenuity, and Florida Virtual School operate by Output District swidelings, policies, and procedures.
	<u>all</u> District guidelines, policies, and procedures.
	• Fuel Education, Edgenuity, and Florida Virtual School follow the District's Student Progression Plan.
	• Fuel Education, Edgenuity, and Florida Virtual School students are <u>required</u> to follow the District Attendance Policy.
	• Fuel Education, Edgenuity, and Florida Virtual School follow the
	District school calendar.
	• Parents must commit to spending at least 2-4 hours per day as a
	learning coach for their student(s).
	 Parents and students must attend an orientation session and/or personal interview with the Fuel Education, Edgenuity, and Florida
	Virtual School Supervisor or designee prior to enrollment.
	Traditional middle school activities such as, but not limited to, a
	promotion ceremony, are not available for Fuel Education ,
	Edgenuity, and Florida Virtual School students.
	Students are provided all required textbooks and necessary resources
	from the contracted Virtual Instruction Providers; all materials are
	shipped directly to the students' home from the provider.
	• Virtual Instruction Providers post grades at the end of first (mid-year)
	and second (end of the year) semesters; students and instructional
	coaches (parent/guardian) can access academic grades/progress 7 days
	a week 24 hours a day through the student/parent/guardian accounts
	that are set up with the selected
TI LOYDY INV	Virtual Instruction Provider.
ELIGIBILITY	• According to section 1002.455, Florida Statutes, students who want
CRITERIA	to enroll in Fuel Education, Edgenuity, and Florida Virtual School
	must meet at least one of the follow criteria specified:
	 Spent the prior school year in attendance at a public school in this state and was enrolled and reported by a public school district for funding
	during the preceding October and February for purposes of the
	Florida Education Finance Program (FEFP) surveys.
	Is the dependent child of a member of the United States Armed Forces
	who was transferred within the last 12 months to this state from
	another state or from a foreign country pursuant to the parent's
	permanent change of station orders? Was enrolled during the prior
	school year in a school district virtual instruction program under
	Section 1002.45, a K-8 virtual school program under Section
	1002.455, or a full-time Florida Virtual School Program under Section
	1002.37(8)(a) of Florida Statutes.
	Has a sibling who is currently enrolled in the school district virtual
	instruction program and that sibling was enrolled in such program at
	the end of the prior school year.

PROMOTION	Middle school grade promotion requires students in grades 6, 7, and 8 must		
POLICY	successfully complete the following academic courses:		
	6 th Grade – Language Arts, Math, Science, "Social Studies		
	• 7 th Grade - Language Arts, Math*, Science, Social Studies/Civics**		
	• 8th Grade – Language Arts, Math*, Science, Social Studies/Career		
	Education and Planning		
	*To earn high school credit for Algebra 1, eligible students must pass the EOC		
	assessment.		
	Beginning with the 2012-2013 school year, to earn high school credit for		
	Geometry, eligible students must pass the Geometry end of course (EOC)		
	assessment. ** Beginning in the 2014-2015 school year, the Civics EOC will		
	constitute 30% of the student's final course grade. The school principal or		
	designee shall determine whether a student who transfers to the middle		
	school, and who has successfully completed a civics course at the previous		
	school, must take the Civics EOC.		
EXTRA-	Fuel Education, Edgenuity, and Florida Virtual School students in grades		
CURRICULAR	6-8 may participate in the District School Board of Gadsden County		
ACTIVITIES	interscholastic extra-curricular student activities at their zoned school.		
STATE/LOCAL	6-12 students take <u>all</u> required state (FAST, EOC, etc.) and district		
ASSESSMENTS	assessments identified on the District Assessment Calendar.		
REQUIRED			

XIII. STUDENT RIGHTS FOR INSTRUCTION

A. EQUAL ACCESS

All District School Board of Gadsden County classes shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students. [F.S.1000.05]

B. ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners (ELLs) as defined in [F.S.1003.56]. Services will be provided as outlined in the District ELL/LEP Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

C. APPROPRIATE USE OF PRIMARY LANGUAGE

No students will be denied appropriate use of his/her primary language [F.S.1003.56]. No national language minority or English Language Learner

student shall be subjected to any disciplinary action based on his/her use of a language other than English [FAC 6A-6.0908(3)].

D. TEEN PARENT PROGRAM

Students who become married and students who are pregnant shall not be prohibited from attending school. These students and students who are parents shall receive the same educational instruction or its equivalent as other students but may voluntarily be assigned to a class or program suited to their special needs. Consistent with [F.S.1003.54], pregnant or parenting teens may participate in a teenage parent program.

E. DISCRIMINATION

Any student who believes that he/she has been denied participation in or access to an educational program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background, or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board Policies and Procedures.

F. GRIEVANCE PROCEDURES

In cases of alleged discrimination and/or harassment, nothing in this policy shall prohibit a student, applicant for admission to an educational program or service, or parent from pursuing a grievance through the complaint and/or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant for admission to an educational program or service, parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.



"Education is the passport to the future, for tomorrow belongs to those who prepare for it today."

Malcolm X



HIGH SCHOOL (Grades 9 -12)

I. ADMISSION AND ENROLLMENT

A. ADMISSION

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

3. First Entry to Gadsden County Schools

- a. Evidence that the parent(s)/guardian(s) are legal residents of the school's attendance area or have district-approved registration through School Choice procedures.
- b. Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))
 - Note: A homeless child, as defined by § 1003.02, Fla. Stat., shall be given a temporary exemption from this requirement for 30 school days.
- **c.** A valid Florida Certificate of Immunization from a health professional to include:
 - i. 4-5 doses of DTP or DTap (If the 4th dose is administered after the 4th birthday, a 5th dose is not required)
 - ii. 3-5 doses of polio, final dose must be administered after 4th birthday
 - iii. 2 doses of MMR
 - iv. 2 doses of Varicella or documentation of chicken pox disease
 - v. 3 doses of Hepatitis B
 - vi. 1 dose of Tetanus-diphtheria-acellular pertussis (Tdap)
- 4. **Upon initial admission or entry from one attendance zone to another** in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:
 - a. Owned Residence
 - i. Copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption
 - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
 - iii. One of the following current documents:
 - 1. Auto registration
 - 2. Valid driver's license or Florida ID
 - 3. Voter's registration
 - b. Rented or Leased Residence
 - i. Copy of current lease, rental agreement, or a notarized letter from the landlord
 - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
 - iii. One of the following current documents:

- 1. Auto registration
- 2. Valid driver's license or Florida ID
- 3. Voter's registration
- iv. Non-primary owner or renter (families living with families)
 - 1. Verification of Residency Form must be completed by the primary and non-primary owner or renter. This form is valid for one school year only.
- v. *If applicable*, legal documents, i.e. a copy of a current judgement of divorce (Dissolution of Marriage) or other court order establishing the right of custody should be presented at the time of enrollment.

B. ENROLLMENT GUIDELINES

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

II. TRANSFER OF CREDITS AND PLACEMENT PROCEDURES

The State Board Rule on the State Uniform Transfer of High School Credits was established to determine uniform procedures relating to the acceptance of transfer work and credit for students entering Florida's Public Schools (6A-1.09941 FAC).

A. PROCEDURES FOR TRANSFER

All evidence of work or credits earned at another public school, community college, or university offered for acceptance shall be based on an official transcript authenticated by the principal (or designee). Grade placements and/or credits shall be granted at face value when submitted on an official transcript.

An **official transcript** is a document on school letterhead and/or embossed with the school seal. It shall be sent by mail or electronically and include the signature of a school administrator of the school where the credit was earned. It should clearly identify the school, the student, course number, date the course was taken, credit earned, and grade in each course. An official transcript may be hand delivered if it is in a sealed and embossed envelope (1003.25(3) F.S.; 6A-109941 FAC).

Note: Students entering school from a foreign nation or from a public, private or home school, and who are not able to provide a valid transcript or original report cards, will be required to validate their current course or grade

placement within the first forty-five days of enrollment and to complete appropriate subject or grade level examinations successfully. The final determination for grade placement or credits will be based primarily on classroom performance and not on any single test score. The receiving school principal may utilize appropriate achievement data from grade level/subject tests such as teacher-made exams, and/or minimum grade equivalent score on a district approved reading assessments and/or district approved math assessment, and/or appropriate end-of-course exams to determine grades for course credit or promotional purposes. To graduate, a student who enters high school having completed credits in another country and for which there is no documentation for these credits is required to have the same number of core course credits as any student at that grade level. For instance, a student entering in the 10th grade will need 3 credits in each of the four core subjects to graduate; while a student entering as a 12th grade student will only need 1 credit in each of the four core subjects to graduate. The core or grade placement is validated through satisfactory completion of academic work within a grading period; successful completion of appropriate subject or grade level examinations; and overall classroom performance (FLDOE SALA office).

B. REQUIREMENTS FOR TRANSFER, FOREIGN-BORN AND/OR ELL/LEP STUDENTS

Students who enter a Florida public school in 11th and 12th grade from outof-district or from a foreign country shall not be required to spend additional
time in high school to meet Florida high school course requirements if the
student has met all requirements of the school district, state or country from
which he/she is transferring. However, to receive a standard high school
diploma, a transfer student must earn an unweighted 2.0 grade point average
and pass the grade 10 F.A.S.T. Assessment required in F.S.1008.22(3),
SAT/ACT or other alternate assessments described in F.S.1008.22. Florida
Statutes may change options for alternative assessments. End of course
assessments required for the student's grade 9 cohort are required unless
specific assessments have been taken in the state the student transfers from.
The school counselor and registrar will determine the course and assessment
requirements for the transferring student. The grade placement of any
student transferring from another state or private school will be determined
by the principal (or designee) of the receiving school.

C. INSTITUTIONS WITH AUTOMATIC CREDIT APPROVAL FOR TRANSFER

Credits earned through institutions affiliated with the following accrediting agencies will be automatically approved:

- Southern Association of Colleges and Schools
- Middle States Association of Colleges and Schools
- New England Association of Colleges and Schools
- North Central Association of Colleges and Schools
- Northwest Association of Accredited Schools
- Western Association of Colleges and Schools
- Council of Bilingual Schools
- Episcopal Diocese of Florida
- Florida Coalition of Christian Private Schools
- Florida Conference of Seventh-day Adventist Schools
- Florida League of Christian Schools
- Lutheran Schools For Florida- Georgia District (FLGA-LCMS)
- National Council on Private School Accreditation (NCPSA) member agencies
- Accrediting Association of Seventh-day Adventist Schools, Colleges and Universities
- Association of Christian School International
- Association of Christian Teachers and Schools, Assemblies of God
- Association of Independent Schools of Florida
- Association of Waldorf Schools of North America
- Christian Schools International
- Christian Schools of Florida
- Florida Catholic Conference
- Florida Association of Christian Colleges and Schools
- International Christian Accrediting Association
- Kentucky Nonpublic School Commission
- Montessori School Accreditation Commission
- National Independent Private School Association
- Florida Council on Independent Schools (FCIS)
- Florida Association of Christian Colleges and Schools (FACCS)

D. TRANSFER FROM NON-ACCREDITED AND FOREIGN SCHOOLS

Credits from non-accredited schools, as well as foreign schools, will be evaluated on the basis of comparability to local courses in terms of course length and content in some cases, communications with the previous school will be necessary and a translation of transcripts required. Students transferring from another country shall receive English credit Language Arts) for primary language study. English or a language other than student's native language as it appears on a foreign transcript will be reflected as foreign language credit. Students transferring into a public school from non-accredited school or a foreign school must be placed at the appropriate sequential course level. For example, an 11th grade transfer student may validate his English I and II credits taken at the sending school with a 2.0 GPA in English III at the receiving school. Students who do not meet a 2.0 GPA, or choose not to continue to the next sequential level in a particular subject area (i.e., foreign languages), must have their credits validated using an approved alternative validation procedure (described below).

E. TRANSFER FROM HOME SCHOOLS

A student entering a School Board of Gadsden County high school from a home education program must present documentation (i.e., the student's portfolio with dated samples or work) which indicates the courses in which the student received home instruction. High School credits may not be given solely on the basis of time spent in a home education program. The decision regarding credits will be made by the high school principal. Parents shall provide the school a detailed course description for each course, indicating objectives, instructional materials, and methods of student performance evaluation. Courses will be evaluated on the basis of comparability to local courses in terms of course length and content. Parents shall provide evidence that each course eligible for one high school credit consisted of at least 135 (or 120 in a flexible/block schedule) hours of instruction. If the receiving school cannot validate course/credit attainment through a portfolio assessment, the student shall be placed in an age-appropriate course(s).

F. VALIDATION OF CREDIT

Work or credits from home schools, private schools, other than those accredited by agencies in (c) above, as well as tutorial agencies, and correspondence school programs, shall be validated by performance assessments conducted during the first grading period. If requested, home education students shall be provided up to ninety days to prepare for the required assessment(s). A transferring student shall be placed at the appropriate sequential course level and should have a minimum grade point average of 2.0 at the end of the first grading period. For students who do not meet this requirement, any of the following alternatives may be used by the district to validate credits:

- Portfolio evaluation by principal or designee
- Written recommendation by a Florida-certified teacher selected by the parent and approved by the principal.
- Demonstrated performance in courses taken through dual enrollment

or at other public or private accredited schools.

- Demonstrated proficiencies on nationally normed subject area assessments.
- Written review of the criteria utilized for a given subject provided by the former school.
- Demonstrated by 70% proficiency level on the end of course exam.

Academic Services and the school will assist with the evaluation of home school student credit. If letter or numerical grades were not awarded at the prior school, the student will be awarded a grade that is equivalent to his/her end-of-course summative performance in the next sequential course. The final decision regarding credit is the responsibility of the school principal.

G. TRANSFER FOR FOREIGN EXCHANGE STUDENTS

Foreign Exchange students who wish to enroll in a Gadsden County school must show proof of English Language proficiency in listening, speaking, reading, and writing prior to enrolling. Students who enroll in a Gadsden County school and who have been foreign exchange students (i.e., U.S. citizens who left the U.S.A. through a recognized program for one or more years) must present a valid transcript or original report card upon their registration in a Gadsden County School. All grades for these high school students will have the option to be converted to pass/fail. Special note: Acceptance of pass/fail would prohibit student eligibility for all interscholastic competition due to the inability to calculate and meet the minimum 2.0 grade point average requirement. Foreign exchange students from other countries (in an approved exchange program listed in the most current Council on Standards for International Education Travel [CSIET] Advisory List) upon leaving a Gadsden County school shall receive a valid transcript of their work while in the district. Students in their fourth year of high school, and who provide a valid transcript of their previous three years' work, shall be eligible for a Gadsden County diploma if they meet all requirements for graduation. In addition, the student must earn the required grade point average and pass the appropriate state test(s) required for graduation and have met the minimum state of Florida graduation credits.

H. TRANSFER OF CREDIT: EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

Transfer of Credit: Educational Opportunity for Military Children – See **Appendix A**

III. PROMOTION REQUIREMENTS AND GRADE LEVEL CLASSIFICATION

Unless otherwise noted, a student's graduation requirements are the requirements in effect the first year the student entered ninth grade.

A. Number of Credits Required for Promotion

Students in grades 9-11 or in their first three years of high school shall be scheduled full-time into required academic courses each year to earn sufficient credits toward graduation. To be promoted within high school at the end of a given year, a student electing a 24-credit option or an 18-credit ACCEL option must earn the minimum number of credits as indicated below.

To Grade	24 Credit Options	18 Credit ACCEL Option	Other
10	5 credits, including 1 English	5 credits, including 1 English	1.00 GPA
	or 1 mathematics	or 1 mathematics	or above
11	12 credits, including 2 English	12 credits, including 2	1.50 GPA
	and any combination of 2	English and any combination	or above
	mathematics and/or science	of 2 mathematics and/or	
		science	
12	18 credits, including 3 English	12 credits, including 3	1.75 GPA
	and any combination of 4	English and any combination	or above
	mathematics and/or science	of 4 mathematics and/or	
		science	

Mid-year promotion requirements must be submitted to Academic Services by February 15, and will only be considered for students who have been retained in high school and meet the promotional criteria for a higher grade level.

B. State Scheduling Requirements

Pursuant to 1003.436 F.S., for the purposes of requirements for high school graduation, one credit is defined as a minimum of 135 hours (or 120 hours in a flexible/block schedule) of bona fide instruction in a designated course which contains student performance standards. Credit will also be awarded to students who demonstrate mastery of course content and student performance standards through alternative instructional delivery models such as performance-based instruction, extended school year programs, and flexible/block scheduling.

C. High School Courses Taken in Middle School

Beginning with the 2007-2008 school year and thereafter, a middle school student who successfully completes a high school course in middle school in a district approved subject shall receive high school credit. Transfer students who received high school credit while in middle school shall be awarded credit without stipulations on subject or year taken.

1. Repeating a High School Course Taken in Middle School

High school students may earn credit toward graduation by repeating a course that is designated in the State Course Code Directory as a Level 2 high school course and that was previously completed at the middle school level with a final grade of "C," "D," or "F." (1003.428(4)(d) F.S.)

D. Requirements for Promotion and Graduation at the High School Level

- 1. Students being promoted from high school shall also meet all requirements for graduation established by the Florida State Board of Education pursuant to their indicated programs of study and 1003.428(1)(2) F.S., 1003.43 F.S., 1003.429(1)(6) F.S., or 1008.25 F.S.
- 2. No high school students may be granted credit toward a standard high school diploma for enrollment in the following courses or programs:
 - a. more than a total of nine (9) elective credits in remedial programs,
 - b. more than three (3) credits in practical arts family and consumer science classes.
 - c. more than (1) credit in exploratory career and technical courses,
 - d. any level 1 courses unless the student's assessment shows a more rigorous course would not be appropriate (this need must be included in the student's IEP or performance plan, such as an Academic Performance Plan, and signed by principal, school counselor, student and parent).

E. Promotion Requirements for Students with Disabilities with an IEP

Students with disabilities following the general education curriculum must meet the state or district levels of performance for student progression when provided all allowable accommodations/adaptions documented in the student's IEP and intensive instruction/intervention. All school instruction shall be standards based using the applicable state standards. DCPS must provide differentiated instruction to prepare students with disabilities to demonstrate proficiencies in the skill and competencies necessary for successful grade-to-grade progression and high school graduation.

IV. PROGRAMS OF STUDY AND DIPLOMA OPTIONS

The district shall provide each student in Grade 9 and his or her parents with high school graduation options so that they may select the postsecondary education or career plan that best fits the student's needs (1003.429(1) F.S.). This selection is the exclusive right of the student and parents. Information is available in the School Counseling office.

A. Standard Diploma Options

Florida Statute 1003.4282 provides the requirements for the Florida Standard Diploma. Gadsden County Public Schools presents students and their parents with the following options to earn a diploma:

- 24-credit standard program, (see table)
- 24-credit standard program, with Scholar Designation (see table)
- 24-credit standard program, with Merit Designation (see table)
- 18-credit ACCEL program. (see table)
- Career and Technical Education (CTE) Pathway (see table)

All the graduation pathways include opportunities to take rigorous academic courses to prepare students for their future academic and career choices.

All students, regardless of the graduation program, must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.

24 Credit Standard Diploma Option			
	Credits Required	Special Considerations	
English	4	English I, II, III, IV or equivalent AP or Dual Enrollment course	
Mathematics	4	Must include: 1 credit - Algebra 1* 1 credit - Geometry*	
Science	3	Must include: 1 credit – Biology*	
Social Studies	3	Must include: 1 credit – World History 1 credit – US History* 0.5 credit – US Government 0.5 credit - Economics	
World Languages	2	Not required for graduation. Minimum 2 years of the same language required for admission into most universities and some Bright Futures Scholarships	
Fine and Performing Arts, Speech and Debate or Practical Arts	1	Eligible courses are specified in the Florida Course Code Directory	
Physical Education	1	Must include the integration of Health	
Electives	8		
Total	24	Must include an online course	
Scholar Diploma Designation	In addition to the requirements of F.S. 1003.4282, to earn the Scholar designation, as student must satisfy the following requirements: > 1 credit in Algebra II or an equally rigorous course > Pass the Geometry EOC > 1 credit in Statistics or an equally rigorous mathematics course > Pass the Biology I EOC > 1 credit in Chemistry or Physics > 1 credit in a course equally rigorous to Chemistry or Physics > Pass the U.S. History EOC > 2 credits in the same World Language > 1 credit in AP, IB, AICE or a dual enrollment course A student is exempt from the Biology I or U.S. History assessment if the student is enrolled in an AP, IB, or AICE Biology I or U.S. History course and the student takes the respective assessment and earns the minimum score to earn college credit.		
Merit Diploma Designation	In addition to the requirements of F.S. 1003.4282, to earn the Merit designation, as student must satisfy the following requirements: Attain one or more industry certifications from the list established		
* Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.			

Page 488 of 576

ACCEL 18-Credit Diploma Option			
	Credits Required	Special Consideration	
English	4	English I, II, III, IV or equivalent AP	
		or Dual Enrollment course	
Mathematics	4	Must include:	
		1 credit - Algebra 1*	
		1 credit – Geometry*	
Science	3	Must include:	
		1 credit – Biology*	
Social Studies	3	Must include:	
		1 credit – World History	
		1 credit – US History*	
		0.5 credit – US Government	
		0.5 credit - Economics	
Fine and Performing	1	Eligible courses are specified in the	
Arts, Speech and		Florida Course Code Directory	
Debate or Practical			
Arts			
Electives	3		
Total	18		

^{*} Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.

Career and Technical Education (CTE) Diploma Pathway		
	Credits	Special Consideration
English	4	English I, II, III, IV or equivalent AP or Dual Enrollment course
Mathematics	4	Must include: 1 credit - Algebra 1* 1 credit – Geometry*
Science	3	Must include: 1 credit – Biology*
Social Studies	3	Must include: 1 credit – World History 1 credit – US History* 0.5 credit – US Government 0.5 credit - Economics
CTE education	2	The courses must result in a program completion and an industry certification.
Work-based Learning Programs	2	A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.
Total	18	

V.

V. ALTERNATIVE EDUCATION OPTIONS

A. DROPOUT PREVENTION PROGRAMS

Graduation requirements for students enrolled in dropout prevention programs are identical to the requirements for other students in grades 9-12. The exceptions are described below (see Performance- Based Diploma and Performance-Based Exit Option). Modifications in courses may take one or more of the following forms: the amount of in-class instruction required to earn a credit may be lengthened or shortened; alternative methods of assessing mastery of performance standards may be utilized in addition to meeting state required assessments.

Students not eligible for military and NCAA

B. PERFORMANCE-BASED DIPLOMA PROGRAM

Students who participate in and successfully complete the Performance-Based Diploma Program shall receive a regular high school diploma. Students must:

- a) Earn passing scores (as defined by the State of Florida) on the FSA reading and math or scores on other assessments that are approved by the State of Florida AND
- b) Earn a 2.0 grade point average or better on a 4.0 scale for courses taken while enrolled in the program AND
- c) Complete the required credits for graduation

Page 490 of 576

^{*} Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.

C. PERFORMANCE-BASED EXIT OPTION PROGRAM

In order for students to be eligible for participation in the Performance-Based Exit Option Program, they must:

- a) Be behind to graduate with their kindergarten cohort due to overage for grade,
- b) Be behind in credits or have a GPA that is less than 2.0,
- c) Be approved by Principal, School Counselor, and Exit Option Coordinator,
- d) Demonstrate a reading level of at least 9th grade as evidenced by a TABE test,
- Earn passing scores (as defined by the State of Florida) on the FSA reading and math or scores on other assessments that are approved by the State of Florida
- f) Have Parent/Guardian notification and consent.

Students participating in the Performance-Based Exit Option Program will be awarded a State of Florida High School Performance-Based Diploma issued by the district high school. Students participating in the Performance-Based Exit Option Program who are over-age for grade and classified as a ninth grader may be promoted to the 10th grade for the purpose of taking the grade 10 FAST FSA or EOC exams.

D. HOME EDUCATION

A "home education program" is the sequentially progressive instruction of a student directed by his or her parent to satisfy the attendance requirement of F.S. 1002.41, 1003.41, 1003.01(4), 1003.21(1), and 1002.01.

- 1. Parents must register home education students with the District School Board of Gadsden County within 30 days of the establishment of the home education program.
- 2. Parents must provide written notice of termination to the District School Board of Gadsden County within 30 days of the establishment of the home education program.
- 3. Parents must maintain a portfolio of records, education activities and materials. Portfolios are to be preserved for 2 years after re-entry into Gadsden County schools and shall be made available for the district
 - school superintendent, or the district school superintendent's designee, upon 15 days' written notice.
- 4. Parents shall provide for annual educational evaluations documenting the student's educational progress is at a level commensurate with his or her ability.
- 5. A home education program shall be excluded from meeting the requirements of a school day.
- 6. Home education students may participate in the District School Board of Gadsden Board County interscholastic extra-curricular student activities at their zoned school. If eligible, Home education students participating in an extra-curricular activity may attend the

- specific course required for participation in the activity.
- 7. Home education students at the high school level may enroll as a parttime student at their zoned school. Enrollment is contingent on space availability. Student schedule and time on campus is subject to the principal's approval.
- 8. To receive a diploma from a district high school there are strict guidelines and timelines that must be followed to meet graduation requirements. Students officially registered as home school students who wish to graduate from their district zoned high school must do the following:
 - a) Alert the Home School Office of that intent prior to entering 10th grade so that appropriate guidance can be given related to mandatory testing and credit requirements.
 - b) Designate the 10th grade reading FSA and other state assessments as one measure of annual evaluation in the home education evaluation plan.
 - c) Take 10th grade reading FSA and successfully meet all current testing requirements in all areas specified by the state.
 - d) Must enroll full time in the district zoned high school for the entire final or "senior" year.
 - e) Must successfully complete all school graduation requirements (testing, credits, GPA).

E. HOME EDUCATION STUDENTS AND HIGH SCHOOL GRADUATION

Only Home Education students who have met all the above requirements will be permitted to participate in graduation celebrations and activities and be eligible to receive a district high school diploma. Students who are unable to meet the FSA and state assessments requirements in the 10th grade should enroll full time in their district zoned high school no later than the second semester of the 11th grade to meet all graduation requirements.

F. VIRTUAL EDUCATION PROGRAMS

Fuel Education, Florida Virtual School, and Edgenuity are <u>full-time</u> online district schools for students in grades K-12. Enrollment is allowed during specified open enrollment periods: Prior to the beginning of the academic year and at midyear.

- 1. Students enrolled in virtual school must meet all standards and graduation requirements of the state and district.
- 2. Students enrolled in virtual education are entitled to participate in extracurricular activities at their districted school.
- 3. Virtual education students must take state required assessments (FSA, EOCs) since they are enrolled in a public school.
- 4. At the completion of all graduation requirements, a student will be awarded a diploma from Gadsden County School District.
- 5. Parents of student in grades K-8 must commit to spending at least 4-

- 6 hours per day as a learning coach for their child.
- 6. Parents must attend an orientation session and/or personal interview with a representative from Fuel Education, Florida Virtual School, and/or Edgenuity prior to enrollment.
- 7. Good attendance and satisfactory completion of coursework is required for continuation in the school.
- 8. Parents of ESE students must request an IEP meeting at their districted school prior to enrollment in virtual education.
- 9. Students may remain enrolled in virtual school for any or all of their education in the district as long as they meet appropriate attendance and course requirements.

G. VIRTUAL SCHOOLS

- 1. Students, including Home School students, may earn credits offered through Fuel Education, Florida Virtual School, and Edgenuity each year.
- 2. Students who are enrolled in virtual education full-time and meet specified conduct and academic requirements are eligible to participate in extracurricular activities at the district public school to which the student would be assigned. Fuel Education, Florida Virtual School, and Edgenuity part time program's courses shall be available to students before, during or after the normal school day or during summer school enrollment. Students participating in the part time program must be enrolled in a full schedule in the district high school.
- 3. Students requesting to take a course through the Virtual School's part time program must have parent and school counselor approval. Students and their families are strongly urged to consult with the school counselor and classroom teachers prior to applying to or enrolling in virtual school.
- 4. Schools must accept all academic grades and credits attempted and/or earned at through Fuel Education, Florida Virtual School, and Edgenuity full time and through Fuel Education, Florida Virtual School and Edgenuity's part time program.
- 5. "W/F" codes will be treated as a grade of "F" on a student's transcript.

6. Part-time virtual school enrollment does not grant a high school diploma.

VI. ADDITIONAL SECONDARY AND POSTSECONDARY CREDIT-EARNING OPTIONS

A. ADVANCED PLACEMENT (F.S. 1007.27)

Advanced Placement (AP) is the enrollment of an eligible secondary student in an Advanced Placement course as described by the College Board. State of Florida community colleges or universities may award credit for an AP course to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam. Colleges and universities accept an award AP credit based on the policies of the post-secondary school; graduates are responsible for confirming policies with their selected post-secondary school(s). Students enrolled in AP courses shall be exempt from the payment of any fees (F.S. 1007.27). Students enrolled in AP courses may take the AP exam. If a student chooses to take an AP exam without taking the course, he or she is responsible for the fee.

B. DUAL ENROLLMENT

Dual Enrollment is defined as the enrollment of an eligible secondary student in a post-secondary course creditable toward a vocational certificate or an associate or baccalaureate degree.

- a) Students may earn high school and college credit simultaneously by enrolling in approved Dual Enrollment courses as specified in the articulation agreements between the District School Board of Gadsden County and other accredited post-secondary institutions, including Tallahassee Community College and Florida Agricultural and Mechanical University. Students are expected to adhere to all deadlines and Dual Enrollment requirements published by participating colleges and universities.
- b) Dual Enrollment credits may affect a student's application status and the number of credit hours available in the lower division program of some colleges and universities.
- c) Students may take Dual Enrollment courses during school hours, after school hours, and during the summer term.
- d) Students seeking to take technical dual enrollment courses must demonstrate readiness for technical level coursework and have a 2.0 unweighted cumulative GPA for technical credit certificate Dual Enrollment courses.
- e) For academic Dual Enrollment courses, students must a have a cumulative 3.0 unweighted GPA and obtain the required PERT/ACT/SAT where applicable.
- f) The maximum course load for dual enrollment students will be governed by the current articulation agreement with the post-secondary institutions that is awarding the course credit.

C. THE CREDIT ACCELERATION PROGRAM (CAP)

CAP is available for the purpose of allowing a student to earn high school credit in a course that requires statewide standardized end-of-course (EOC) assessment if the student attains a specific passing score on the assessment without enrollment or completion of the course. F.S. 1003.4295.

D. EARLY ADMISSION TO COLLEGES AND UNIVERSITIES

Early Admission is a form of dual enrollment through which eligible secondary students enroll full-time in a post-secondary institution in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Students on Early Admission are registered with the college schedule at the high school. Early Admission to colleges and universities allows the student to enroll full time in a college or university following the completion of grade 11 provided the student has a weighted grade point average of 3.0 or above, is socially mature, has the joint approval of the high school principal and the college registrar, has the approval of his/her parents, and has the approval of the Superintendent and the District School Board of Gadsden County.

- a) Early Admissions students are advised to not enroll for more than 15 credit hours per semester.
- b) Early Admission students are eligible to receive the appropriate honors designation.
- c) Full-time status is determined by the college or university. Dual Enrollment and Early Admission students must meet all state and district course and graduation requirements to be awarded a high school diploma from the District School Board of Gadsden County.

E. NATIONALLY RECOGNIZED INDUSTRY CERTIFICATION

The State Board of Education has approved the listed Statewide Career and Technical Education Articulation Agreements which are based on industry certification. These agreements are intended to be a minimum guarantee of articulated credit into related A.S. and A.A.S. programs and do not preclude institutions from granting additional credit based on local agreements.

F. CAREER AND TECHNICAL EDUCATION PROGRAM ARTICULATION

Our local Articulation Agreements with surrounding colleges and technical centers ensures that students completing identified secondary Career and Technical Education programs and continue into post-secondary A.S. and A.A.S. degree programs at no cost to students, will receive articulated college credit for prior coursework, providing all articulation criteria are met. These requirements may include industry certification, college end-of-course assessments, portfolio review, and other artifacts that indicate student prior knowledge and are outlined in detail in the Articulation Agreement.

VII. ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL) PROCEDURES AND GUIDELINES FOR 9-12 HIGH SCHOOL STUDENTS

Each high school offers Academically Challenging Curriculum to Enhance Learning (ACCEL) options: whole-grade and mid-year promotion, subject matter acceleration, virtual instruction in higher grade-level subjects, and the Credit Acceleration Program (CAP). Program specifics are available through the student's school counselor. Such placement shall be made after review and approval by the school principal (or designee) and school counselor. (F.S.1002.3105)

- Whole-Grade Promotion: Acceleration by whole grade promotion is the skipping of a grade level when the student has successfully earned <u>all</u> of the credits required to be promoted to the specific grade level. Credits required for specific grade promotions are listed in the Student Progression Plan.
- **Mid-Year Promotion:** Students who successfully complete all credits required by the beginning of semester 2 may be promoted to the next grade level. The credits and assessments required for specific grade promotion are listed in the Student Progression Plan.
- Subject Matter Acceleration (Credit Acceleration Program F.S.1003.4295): The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified passing score on the EOC. These courses include Algebra 1, Geometry, Biology, and U.S. History and all other courses identified in state statutes.

The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a passing score as defined in F.S.1008.22(3)(c)(5) on the corresponding EOC. Students and parents interested in this option should contact the school counselor.

- The EOC will be administered only at the times established by the state assessment calendar.
 - The score necessary to earn credit will be determined by the state and applied in all situations.
 - Only credit (no grade) will be earned by meeting the passing score on the EOC.
 - For the April testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by school counselor no later than **February**1
 - For the July testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by the school counselor no later than **May** 1.
 - For the September testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by the counselor no later than **July 1**.
 - For the December/January testing date, the *Mastery Exam Request Form* (**Appendix H**) must be completed and received by the counselor no later than **October 1**.

- As part of the Mastery Exam Request, students will be required to supply
 evidence that they are prepared to sit for the EOC or that there is reasonable
 justification for the request. This evidence includes but is not limited to
 previous FAST or FSA scores and grade in the most recent math or science
 course taken.
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and evaluated.

VIII. COURSE CREDIT (F.S.1003.436)

A. COURSES EXCLUDED FROM CREDIT AWARDING (F.S.1003.43 (7))

No high school students may be granted credit toward high school graduation for enrollment in the following courses or programs: more than a total of nine (9) elective credits in remedial programs, more than three (3) credits in practical arts family and consumer science classes, more than (1) credit in exploratory career and technical courses, or any level 1 courses unless the student's assessment shows a more rigorous course would not be appropriate (this need must be included in the student's IEP or performance plan, such as an Academic Performance Plan, and signed by principal, school counselor, student and parent).

B. COURSE SUBSTITUTIONS AND WAIVERS (F.S.1003.4282) ANNUAL COURSE CODE DIRECTORY

A course that has been used to substitute in one subject area may not be used to substitute for any other subject area. Course substitutions may not count toward state university system admissions requirements. The District School Board of Gadsden County curriculum and approved courses and programs are to be the means for granting credits. Some course substitutions are provided through the state statute as follows:

Required Courses	Approved Substitutions
1.0 HOPE (Health Opportunities through Physical Education 1.0 Performing/Fine/Practical Arts	Participation in two (2) seasons of an interscholastic sport at the Junior Varsity (JV) and Varsity levels <u>and</u> a passing score of a "C" on a Personal Fitness Competency test. OR Completion of two (2) full years of JROTC with a grade of C or higher. Completion of two (2) full years of JROTC with a grade of C or higher.
Other Course(s) with Allowable Substitution	Approved Substitutions
1.0 Physical Science	Successful completion of the JROTC Naval Science Program (Naval Science 1, 2, 3)

0.5 Physical Education	Successful completion of the Army JROTC
	Leadership Educational Training courses 1
	and 2
Foreign-born students entering high	1.0 - 4.0 credits for student's study of a
school with $1.0 - 4.0$ credits in the	foreign language (in this case, the foreign
study of English language	language is English for that student.)
0.5 Credit / 1.0 Credit	Successful completion of any art form class
Performing/Fine/Practical Arts	that requires manual dexterity, or a course in
	speech and debate (F.S.1003.43)
Mathematics credit other than Algebra	0200305 Computer Science Discoveries
I or Geometry	0200315 Computer Science Principles
	0200320 AP Computer Science A
	0200325 AP Computer Science A Innovations
	0200335 AP Computer Science Principles
Science Credit other than Biology	0200800 IB Computer Science 1
	0200810 IB Computer Science 2
	0200820 IB Computer Science 3
Substitutions listed in Annual DOE	Successful completion of Career and
Course Code Directory	Technical Education courses used as
	substitutes in Mathematics and Science (does
	not apply to scholar diploma)

C. NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) ELIGIBILITY

If you wish to participate in NCAA Division I or II athletics, you need to be certified by the NCAA Eligibility Center. You need to qualify academically, and you need to be cleared as an amateur student athlete. You are responsible for achieving and protecting your eligibility status.

D. COURSE TITLES ON TRANSCRIPTS

A course title on a student schedule and transcript means that the student is receiving regular, planned instruction, by a teacher following the course content as defined in the State of Florida Curriculum Course Descriptions (Frameworks) and the District School Board of Gadsden County curriculum. GPA weight is dependent upon the course, and all weighted courses must be approved by the School Board and in compliance with statutory requirements and articulation agreement(s) with post-secondary institutions.

E. DETERMINATION OF MASTERY OF STUDENT PERFORMANCE

Student performance standards will be measured on a regular, continuous basis. Such measurements may be made through the use of teacher observations, classroom assignments, and traditional and alternative forms of assessment. A student will have demonstrated mastery of student performance standards for district-approved course when through teacher observations, classroom assignments, and examinations, it has been determined that a student has attained a passing score for the course. This score and the procedures to be used to determine semester and yearly averages will be in accordance with the procedures as outlined in this Student Progression Plan and End of Course Examinations as mandated by the state. Although course preparation is recommended, students are not required to take the course prior to taking an EOC examination. In the determination of mastery of student performance standards for high school credit, it is the intent of the District School Board of Gadsden County to utilize student performance standards which are clear and precise statements of what the learner is expected to do by the end of a prescribed learning period; reflective of the essential knowledge, skills, concepts, or behaviors contained in the state-approved course descriptions; and clearly communicated to all learners at the beginning of a course or unit of instruction.

F. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) CREDIT

English Language Learners (ELL)/Limited English Proficient (LEP) shall be given credit toward fulfilling graduation requirements in English for each basic ELL course completed satisfactorily. Credit shall be given toward fulfilling

graduation requirements for each basic subject area course completed satisfactorily which was delivered using ELL strategies. ELL/LEP students shall be given either elective credit or reading credit depending upon course content and teacher compliance for basic ESOL courses and Developmental Language Arts through ELL as outlined in the DOE Course Code Directory. English Language Learners/Limited English Proficient (ELL/LEP students) may not receive a failing grade if instructional strategies, materials, and assessments have not been modified to meet their instructional needs. In addition, these modifications and strategies must be documented in teacher lesson plans. School administrators in charge of teacher evaluation are responsible for ensuring that teachers are modifying instruction and assessment to provide comprehensive instruction to ELL/LEP students. The grade placement shall be age appropriate for students identified as ELL/LEP students who were born in a foreign country and are registering for the first time in Gadsden County Schools. Each school will offer instruction for ELL/LEP that complies with the 1990 LULAC/META Consent Decree and the District ELL/LEP Plan (approved by the District School Board of Gadsden County and the Florida Department of Education).

G. VARIETY OF INSTRUCTIONAL TECHNIQUES AND INSTRUCTIONAL MEDIA

A variety of instructional techniques and instructional media consistent with the needs of individuals or student groups shall be utilized. In particular, varied instructional strategies, special communications equipment, or modification of methods of evaluation may be used to accommodate those students in exceptional student education and/or alternative education programs, and ELL/LEP.

IX. DROP/ADD TIMELINES, PROCEDURES, AND GRADING FOR DUAL ENROLLMENT AND VIRTUAL COURSES

A. TIMELINE FOR DROPPING DUAL ENROLLMENT COURSES

Post-secondary institutions have drop/add procedures and timelines. Students who are enrolled in a Gadsden County High school and taking dual enrollment off the campus of their district school sites must comply with the timelines delineated by the post-secondary institution.

B. TIMELINE FOR DROPPING VIRTUAL SCHOOL COURSES

Fuel Education, Florida Virtual School, and Edgenuity have institutional drop/add procedures and timelines; however, all School Board of Gadsden County students who participate in virtual school must be enrolled for full school days in a District School Board of Gadsden County school and must comply with the timelines delineated by the School Board. While students await acceptance to a virtual education program, they must remain enrolled full-time in District School Board of

Gadsden County schools. The "W/F" codes assigned by Fuel Education, Florida Virtual School, and Edgenuity will be treated as a grade of "F" on the student's transcript.

C. GRADE ASSIGNMENT FOR DROPPED COURSES

In a drop/add situation, the receiving teacher assigns the grade. The teacher of the dropped course will not assign a grade.

- **Record of Changes:** Courses which were dropped within the add/drop window may not appear on report cards; however, the student information system will retain all drop/add changes. The grade for a dropped course will not be calculated in the GPA.
- Exceptions: Exceptions to these rules may be made only by written request to the Principal. In a drop/add situation beyond the two-week window (full-credit course) or the one-week window (half-credit course), the Principal (or designee) will determine which teacher assigns the grade. The Principal may determine that the grade will consist of an average between the teacher of the dropped course and the receiving teacher.

D. ESE CONSIDERATIONS

A student may transfer from a regular education course into a one-credit ESE fundamental course prior to the beginning of the second semester to earn credit toward a special diploma. The grade in a regular education course may not equate to the same grade in an ESE fundamental course (special diploma) due to the differences in course expectations and performance standards. Consequently, it is the responsibility of the ESE teacher to assign a grade based on demonstrated mastery of fundamental standards for work completed before and after the course change. Exceptions to the above-mentioned timeline can be made based on the individual student needs as determined by the IEP team.

X. READING REMEDIATION (F.S. 1003.428(2)(C))

Each year a student scores Level 1 OR Level 2 on THE 8th, 9th, or 10th grade state-level reading exam, the student must be enrolled in an and complete an intensive remedial course the following year or be placed in a content area course that includes remediation skills not acquired by the student. Students identified as having a deficiency in reading will undergo a series of diagnostic testing to determine the specific areas of deficiency in phonemic awareness, phonics, fluency, comprehension, and vocabulary. Students will be placed according to the district K-12 Comprehensive Reading Plan. Schools shall also provide for the frequent progress monitoring of all Level 1 and FSA reading students' progress in meeting the desired levels of performance.

XI. REMEDIATION

Schools are expected to provide, with school district assistance, a variety of strategies to meet the individual needs of students. These strategies may include but are not limited to extended school year, dropout prevention services, tutorial programs, exceptional student education, modified curriculum, reading instruction, after-school instruction and other extended day services, tutoring, mentoring class size reduction, and intensive skills development programs. For each year in which a student scores a Level 1 on the state-level Mathematics exam, the student must complete an intensive mathematics course the following year, which may be taught through applied, integrated, combined courses. Each year a student scores Level 1 or Level 2 on the Algebra I EOC assessment, the student must be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation skills not acquired by the student.

The Individual Education Plan (IEP) will serve as the remediation plan for most ESE students. Remedial instruction provided during high school may not be counted in lieu of English and mathematics credits required for graduation. Beginning with the 2011-2012 school year, SB 1908 requires that a college readiness assessment (PERT, ACT, or SAT) shall be administered to all high school students prior to grade 12 with defined FAST FSA scores. The State Board of Education has established by rule the minimum test scores a student must achieve to demonstrate readiness. See Appendix J. Students achieving the minimum test scores, and enrolling in a community college within two years, will not be required to enroll in remediation courses. High schools must provide students in grade 12 who score below the minimum scores access to remedial instruction prior to graduation.

XII. PROMOTION, RETENTION, AND PROMOTION WITH INSTRUCTIONAL SUPPORT

A. PROMOTION NOTIFICATIN OF PROGRESS

Student promotion in grades 9-12 is based on results of locally determined assessment, and where appropriate, statewide assessment (F.S.1008.25). The time required to complete senior high school will depend upon successful completion of required state and district credits, testing requirements and grade point average.

B. PARENT NOTIFICATION OF POTENTIAL FAILURE

Parents or guardians of each student will be notified in writing annually of the progress of the student toward achieving the district's identified minimum levels of performance in reading and mathematics and the student's results on each statewide assessment test to include those needed as graduation requirements. Evaluation of each student's progress will be based upon the student's classwork, observations, tests, district and state assessment and other relevant information. Teachers must contact parent(s) by phone call, email or letter any time during a grading period when it is apparent that the student may fail. Formal notification must include progress reports as well as letters, documented phone calls, report cards and parent conferences. Every effort will be made to provide communication in the child's/parent's home language, if feasible. The opportunity for a conference with the teacher or principal must be provided to the parent of any student who may be retained. At the end of each semester, the parent or guardian of each student in grades 9, 10, 11, 12 who has an unweighted cumulative grade point average of less than 2.5 must be notified that the student is at risk of not meeting the requirements for graduation. School personnel should attempt to identify those students at each grade level in grades 9 through 12 who have attained a cumulative grade point average below the minimum grade point average required for graduation pursuant to F.S.1003.43(5)(e)2. School must further inform parents of provisions for assisting such students to achieve the required cumulative grade point average F.S. 1003.43(5)(e)2. Provisions may include but not be limited to:

- Referral to the School Intervention Team
- Remedial groups within existing classes
- Extended School Year programs for students who qualify
- Credit recovery programs for students who qualify
- Remedial programs during the day

C. RETENTION FOR ELL/LEP

No student may be retained based solely on his/her level of English language proficiency. A formal retention recommendation regarding an English Language Learner/Limited English Proficient student may be made through the action of an ELL/LEP committee [F.S.1008.25].

XIII. REQUIREMENTS FOR CURRICULUM, INSTRUCTION, AND ASSESSMENT

A. CAREER AND PROFESSIONAL ACADEMIES

Each high school offers options to students to enter a Career and Professional Education (CAPE) Academy. CAPE Academies are small, personalized career themed learning communities within a high school that offer a rigorous academic curriculum and career themed courses that lead to an industry certification. Industry certifications articulate to postsecondary level coursework and provide instruction to high skill, high wage and high demand careers. CAPE Academies have partnerships with post-secondary institutions, business and industry. The district will make available at least one Career and Professional Academy to students in each high school. All students will receive information on the consequences of failure to receive a standards diploma, including the potential ineligibility for financial assistance at post-secondary educational institutions (F.S.1003.433).

B. REQUIREMENTS FOR ENGLISH LANGUAGE LEARNER INSTRUCTION

Each school will offer instruction for English Language Learners/Limited English Proficient (ELL/LEP) that complies with the 1900 LULAC/META Consent Decree and the District ELL/LEP Plan (approved by the District School Board of Gadsden County and the Florida DOE).

C. REQUIREMENTS FOR PARTICIPATION IN STATEWIDE ASSESSMENT

Each student must participate in statewide assessment tests at designated grade levels as required by F.S.1008.22, 1008.34 & 1001.11.

XIV. COMMUNITY SERVICE

A. REQUIREMENTS FOR CREDIT AND REPORTING

Students who enroll in and successfully complete 75 hours of non-paid voluntary community or school service work may earn one-half elective credit in Voluntary School/Community Service (course number 2104330) or one-half elective credit in Voluntary Public Service (course number 0500370). A total of one credit may be earned through community service. The grade awarded is "pass" (P). Students must complete a minimum of 75 hours of service to earn the one-half credit for either course. Credit may not be earned for service provided as a result of court action. The school principal or designee is responsible for pre- approving specific volunteer activities before the student begins any community service project for high school elective credit. Community service begins on the first day of school. For high school

credit and Bright Futures eligibility, volunteer/community service hours must be completed prior to graduation. Note: Please see Bright Futures website for most updated information.

XV. STUDENT RIGHTS FOR INSTRUCTION

A. STATEMENT OF NON-DISCRIMINATION

All District School Board of Gadsden County classes, including those that are designed to provide accelerated graduation options or additional opportunities for weighted GPAs, shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students (F.S. 1000.05).

B. PROVISIONS FOR ENGLISH LANGUAGE LEARNERS (ELL)

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners/Limited English Proficient (ELL/LEP) as defined in F.S. 1003.56. Services will be provided as outlined in the District ELL/LEP Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

C. EQUITY AND NON-DISCRIMINATION/HARAS SMENTPOLICY

No student will be denied appropriate use of his/her primary language [F.S. 1003.56].

D. PARTICIPATION IN RIGOROUS COURSEWORK

Students who score at highly proficient levels on the Grade 10 PSAT may be afforded the opportunity to participate in rigorous honors, Advanced Placement or Dual Enrollment courses. No student will be denied access to such rigorous course on the basis of a single assessment or any other single criterion. The following guidelines were recommended for high school students to access rigorous courses:

- Demonstrate regular school attendance.
- Demonstrate academic performance by grades and standardized test scores (FSA₇ PSAT, SAT, ACT, PERT, etc.).
- Parents/students can select rigorous courses when a student demonstrates master of curricular prerequisites as evidenced through academic history (grades/standardized test scores).
- Any student taking an AP, AICE, or IB course(s) will be required to take the end of the year AP, AICE or IB course tests and any

other final exam pertaining to the course.

E. BOARD POLICY ON NON-DISCRIMINATION

Any student who believes that he/she has been denied participation in or access to an education program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board policy.

F. GRIEVANCE PROCEDURES

In cases of alleged discrimination and /or harassment, nothing in this policy shall prohibit a student, applicant (for admission to an educational program or service) or parent from pursuing a grievance through the complaint and /or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant (for admission to an educational program or service), parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.

XVI. GRADING AND GRADE POINT AVERAGE (GPA)

A. QUALITY POINTS FOR GRADES (F.S. 1003.437)

The following quality points will be assigned for grades in all courses except AP, DE, Pre-AICE, AICE, IB, Level 3 CTE courses, and those approved as "Honors" level by District School Board of Gadsden County:

$$A = 4.0$$
 $B = 3.0$ $C = 2.0$ $D = 1.0$ $F = 0$

B. QUALITY POINTS FOR HONORS, CTE, ADVANCED PLACEMENT, AND DUAL ENROLLMENT COURSES

Some District School Board of Gadsden County-approved level 3 Honors and CTE, identified Pre-international Baccalaureate and all Advance Placement, International Baccalaureate, Pre-AICE, AICE, and Dual Enrollment courses will receive quality points as follows:

$$A = 5.0$$
 $B=4.0$ $C = 3.0$ $D = 2.0$ $F = 0$

C. COMPUTATION OF GRADE POINT AVERAGE (GPA)

Grade Point Averages are computed as both weighted and unweighted for specific purposes related to athletic eligibility, graduation, class ranking, scholarship opportunities, etc. The school counselors will share calculations with students as defined in the district's Guidance Department Handbook.

D. GPA AND OTHER ELIGIBILITY REQUIREMENTS FOR INTERSCHOLASTIC ACTIVITIES (F. S. 1006. 15(2))

Interscholastic extracurricular activities are those organized student activities between, among or within schools which are carried on outside the curriculum or regular course of study in school. These activities may involve displays of talent which include, but are not limited to, sports, speech debate, and fine arts interscholastic competitions or festivals and career and technical student organization activities. To comply with the District School Board of Gadsden County and the Florida High School Athletic Association policies to be eligible to participate in interscholastic extracurricular student activities, a student must maintain an unweighted cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by F.S. 1006.43(1) at the conclusion of each semester to be eligible during the following semester.

- A student shall be eligible for the first semester of the ninth-grade year provided it is the student's first entry into the ninth grade, and he or she was regularly promoted from the eighth grade the immediate preceding year.
- A student who is ineligible during the second semester of his or her ninth grade year or during the first semester of his or her tenth grade year as a result of earning a GPA of less than 2.0 may regain eligibility for the following semester provided: The student signs an academic performance contract that states, at a minimum, the student will attend summer school or its equivalent, and the student earns a GPA of 2.0 or above in all courses taken during the semester of ineligibility.
- Once a student enters grade 11, he or she must have an unweighted cumulative GPA of 2.0 or greater on a 4.0 scale in all courses required for graduation at the conclusion of each semester to maintain eligibility for the following semester.
- A student must maintain satisfactory conduct. If a student
 is arrested and charged or is found to have committed a felony or a
 delinquent act which would have been a felony if committed by an
 adult, regardless of whether adjudication is withheld, the
 student's participation in the interscholastic extracurricular
 activities is contingent upon established and published school
 board policy.

E. GRADUATION GPA (F.S. 1007.27(6))

The achievement of a cumulative unweighted grade point average of 2.0 on a 4.0 scale in the courses needed for graduation is required. All courses must be included in unweighted GPA calculation unless the grade has been forgiven or replaced. Semester grades will be averaged for the unweighted GPA calculation [F.S.1003.43(5)].

F. LEVEL 1 COURSES AND GRADUATION CREDIT

Any Level 1 course may only be taken if the student's assessment indicates that a more rigorous course of study would be inappropriate. In this case a written assessment of the need must be included in the student's individual education plan or in a student performance plan, signed by the principal, the school counselor, and the parent of the student, or the student if the student is 18 years of age or older. S. 1003.43(7)(d) F.S. with Superintendent/Designee's signature of approval.

XVII. GRADING AND STUDENT PERFORMANCE

A. TEACHER AUTHORITY AND RESPONSIBILITY FOR GRADES

Initial and primary authority and responsibility for assessment and reporting of students' classroom performance is assigned to the classroom teacher.

B. GRADING SCALE

The grades reflecting achievement in courses for grades 9 - Adult, with numerical equivalents shall be as follows

:

Letter Grade	Grade Range	Rubric Description
A	90-	Outstanding
	100	Progress
В	80-89	Above
		Average
		Progress
C	70-79	Average
		Progress
D	60-69	Lowest
		Acceptable
		Progress
F	59 and	Failure
	Below	
I		Incomplete

QUARTERLY GRADES

Quarterly grades shall be computed based on daily course assignments and assessments.

Parent Notification

- 1. A teacher shall send home a written scholarship warning/progress report that serves as written notification at no later than 10 days after the progress report for a grading period when it is apparent that a student may fail or is doing unsatisfactory work that may lead to failure in any subject. Scholarship warnings may be distributed through US Mail or email for parents. School staff should put forth their best effort to verbally communicate scholarship warnings to students and parents via phone, email, or other means to confirm receipt. Parents and guardians opting to have written communication must make the request in writing to the school principal or designee. The parents will be offered an opportunity for a conference with the teacher and/or principal/designee. A student may not receive a grade of "F" if this procedure has not been followed.
- 2. Schools are required to provide formal written notification of anticipated retention at the end of the first semester or any time thereafter that a student is in danger of failing a subject. Electronic communications do not meet this requirement. A student shall not be retained if this procedure is not followed, except third grade students who score a Level 1 on state required Reading assessments pursuant to 1008.25 F.S. In addition, for students with disabilities who have an IEP or Section 504 Plan, a meeting shall be scheduled to review the IEP or Section 504 Plan to consider the need for revision of support and/or services for the student.

3. RETENTION PROVISIONS FOR STUDENTS WITH DISABILITIES

- The teacher must document the implementation of identified accommodations/adaptations and intensive instruction/interventions as indicated in the student's IEP before assigning a failing grade to a student with a disability with an IEP.
- The teacher must document the implementation of identified accommodations on the Section 504 Plan and intensive instruction/interventions as indicated in the student's Progress Monitoring Plan (PMP) before assigning a failing grade to a student with a disability with a Section 504 Plan.
- The teacher must make the documentation of accommodations/adaptions and intensive instruction/interventions available when requested by the principal/designee prior to the end of the school year for any student with a disability receiving a failing grade

C. DETERMINATION OF FINAL COURSE GRADES

- For all year-long courses with a state required *End of Course* (*EOC*) exam, grades shall be calculated using the following formula: [Q1 + Q2 + Q3 + Q4] (.70) + EOY/EOC (.30) = Course Grade.
- Semester exams for year-long courses are required at the end of the first semester. The numerical score of the first semester exam shall be included in the overall calculation of the Q2 numerical grade.
- For any course in which the F.A.S.T. is administered (excluding statewide EOC assessments), a semester exam for both semester 1 and semester 2 is required. The following formula for these courses shall be used: [Q1 + Q2](.50) + [Q3 + Q4](.50) = Course Grade.
- Semester exams for courses in which the F.A.S.T. is administered (excluding statewide EOC assessments) shall be included in the overall calculation of the Q2 and Q4 numerical grade, respectively.
- For all semester-long courses, grades shall be calculated using the following formula: Q1(.35) + Q2(.35) + EOY/EOC(.30) = Course Grade.

D. SEMESTER EXAMS FOR WEIGHTED COURSES

The purposes of giving the mid-term exams are to provide instruction and experience in preparing for and taking comprehensive, cumulative assessments; to prepare students for post-secondary college coursework; and to serve as a validation of mastery of the course content. The design of mid-term exams should provide an overview of the major course content and facilitate connections within and among key concepts and processes of the course work and is not limited to any one method. <u>All teachers are expected to give a mid-term exam</u>.

E. FAILURE OF ONE SEMESTER OF A ONE-CREDIT COURSE

A student enrolled in a full-year course, that does not require a state EOC, shall receive one-half credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would not result in a passing grade. A student enrolled in a full-year course shall receive a full credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each results in a passing grade.

F. REPORTING OF GRADES AND ATTENDANCE

Report card grades are to provide the student and/or the student's parents/guardians with an objective evaluation of the student's scholastic achievement, conduct, attendance and tardies. Students are to receive grades for all courses. In addition, the final report card must contain a statement reporting promotion or non-promotion.

G. GRADE CHALLENGE

- 1. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made, and the teacher cannot be contacted through normal communication efforts.
- 2. In the event a grade or evaluation is challenged, the following procedure shall be followed. The school principal shall investigate the challenge, and:
 - a) The grade or evaluation stands, OR
 - b) The grade or evaluation goes to review.

The challenged grade or evaluation will be reviewed by a panel consisting of members with expertise in the area under challenge selected by the teacher (1), the Superintendent (1) or designee, and one selected jointly by the Superintendent and teacher. The review panel shall investigate the challenge and render a binding judgment.

H. INCOMPLETE GRADE

Students are to satisfy course requirements within ten (10) days of the last day of the previous grading period. The principal may extend the time requirement for extreme hardships. A grade of "Incomplete" will calculate as a zero unless changed to reflect course work completed.

I. GRADE REPLACEMENT/FORGIVENESS

In all cases of grade forgiveness only the new grade shall be used in the calculation of the student's grade point average. Any grade for a completed course repeated for credit (regular school or adult education) will replace the former grade in GPA calculation' however, all course outcomes will still be documented in the cumulative record and automated system. Grade forgiveness for all required courses will be limited to replacing a final grade of "D" or "F" with a final grade of "C" or higher earned subsequently in the same or comparable course. An exception to this will be made for grade 9 students who are retaking Algebra 1, Algebra 1 Honors, Geometry, Geometry Honors, Spanish 1, or Spanish 2, for the purpose of replacing a grade of "C", "D" or "F" earned in the high school course attempted at the middle grades level. Grade forgiveness for elective courses shall be limited to replacing a final grade of "D", or "F" with a final grade of "C" or higher earned subsequently by retaking the same or comparable course or another course. In addition, all courses taken must be included in the GPA calculation unless grade had been forgiven by retake

[F.S. 1003.43(5)(e). Under local district policy, if upon retaking a course, improves an "F" with a "D", only the "D" will be calculated in the GPA. If, upon retaking a course, a student earns a second "D", only ONE "D" will be counted in the student's GPA.

J. END-OF-COURSE EXAMINATION RETAKES

Grade forgiveness still applies for courses where participation in the state EOC is required and the score must count for 30% of the final grade. If the student's final course average, with the EOC assessment included as 30%, results in course grade of "D" or "F", the options for the student include one of the following:

- Retaking a semester of the course
- Retaking the entire course
- Retaking only the EOC assessment for that course
- Retaking both the course and the EOC assessment to improve the student's final course grade

If retaking the course, including the EOC assessment as 30%, or retaking the EOC assessment results in a final course average of "C" or above, then this grade replaces the "D" or "F" if it does not result in a "C" or above, then the original course average stands and is not replaced. Only one credit is allowed per course, so only one grade per course should be included as part of the student's GPA (F.S. 1003.428(4)(d): "In all cases of grade forgiveness, only the new grade shall be used in the calculation of student's grade point average. Any course grade not replaced according to a district school board forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation." Pass/fail grades will not be included in GPA calculation. If a student passes the EOC in the second year of its administration or thereafter, without taking the course and therefore earns the credit, the credit will meet the course graduation requirement but will not be included in the GPA calculation.

K. REQUIRED INFORMATION FOR REPORT CARDS

Each report card will provide information on grade level status, attendance and tardies. [F.S. 1003.33(1)]

L. RECOGNITION OF GRADUATES

Graduates are recognized for high achievement as follows:

Designation	GPA Requirement	
Cum Laude	3.50 – 3.69 (weighted)	
Magna Cum Laude	3.70 – 3.89 (weighted)	
Summa Cum Laude	3.90 – 4.00 (weighted)	

M. REPORT CARD REQUIREMENTS AND DISTRIBUTIONS

- 1. Standard Report Card Requirement (F.S. 1003.33): All schools shall use a standard report card appropriate for high school, as the primary means of reporting student progress. When feasible, notification will be in the language or mode of communication understandable by parents/guardian.
- 2. Report Card Distribution Schedule is posted on district website.
- 3. Report cards are to be issued quarterly for all students in grades 9-12.

N. INSTRUCTION AND ATTENDANCE REQUIREMENTS FOR CREDIT EARNING

- 1. A student must receive a minimum of 135 hours (120 hours in a flexible block schedule) of instruction and complete all course requirements as specified in the Student Progression Plan and the approved course description before credit may be earned for the course. However, any student who has not been in attendance for 135 hours (or 120 hours in a flexible block schedule) may be awarded credit if the student has demonstrated mastery of the performance standards specified in the courses.
- 2. One-half credit courses will use one-half of the instructional hours as specified for a one-credit course.
- 3. Students enrolled in the Performance-Based Diploma Program, K12 Virtual School, PAEC Virtual School or Extended School Year programs are not required to complete the 135 hour minimum requirement.
- 4. All high school students enrolled in the Gadsden County schools are obligated to attend classes regularly and punctually and to satisfy all course requirements. Participation in classroom activities is an important part of the credit earned in any course.

O. EXCUSED ABSENCES

- 1. Schools shall require written explanations or personal communication from parents when students are absent. This should occur upon the student's return to school. All other absences from school shall be considered unexcused and shall be dealt with according to the Code of Student Conduct. Failure to provide requested documentation will result in unexcused absences. In the case of excessive absences, upon request of the principal a parent must provide documentation (doctor's statement) of a student's illness.
- 2. Students who have an excused absence(s) from instructional time will be provided the opportunity to demonstrate mastery of student performance standards using either the same or an equivalent method as provided during the missed instructional time.

P. MAKE-UP WORK FOLLOWING AN EXCUSED ABSENCE

Students who have excused absences from instructional time are guaranteed the right to make up work at full credit and to demonstrate mastery of such student or course performance standards as may have been introduced and/or measured during their excused absence. Such demonstration of mastery of student performance standards shall take place within a reasonable period of time as specified by the Code of Student Conduct. If a student has an excused absence from one or more classes, the teacher may permit the student to complete make- up work in traditional ways (e.g. in class or outside of school). Excused absences are those delineated in the Code of Student Conduct for the District School Board of Gadsden County. Absence from instructional time will also be considered excused if that absence is part of an approved school program such as those services provided by exceptional student education or student services personnel.

Q. TIMELINES FOR MAKE-UP WORK FOLLOWING AN EXCUSED ABSENCE

The student is responsible for asking the teacher for assignments and make-up tests. The teacher shall specify a reasonable period of time for completion of make-up work. In no case shall the time be less than one full calendar day for each day missed.

R. UNEXCUSED ABSENCES

- All absences, which have not been specifically identified as excused, are unexcused absences.
- A student who has 15 unexcused absences within 90 calendar days is a habitual truant under state law. The student may be dealt with as a child in need of services under Chapter 984, Florida Statutes. In addition, the parent/guardian may be subject to criminal prosecution under Chapter 1003.24, Florida Statutes.
- Students will be afforded an opportunity to make up work for an unexcused absence. There may be some academic penalty in accordance with attendance policies and procedures.
- When students are late to school or leave school early without an adequate excuse the tardy or early dismissal will be unexcused.

S. ATTENDANCE AND ACADEMIC PERFORMANCE EXPECTATIONS/EXEMPTIONS (F.S. 1003.33)

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirements.

T. FULL-TIME STUDENTS

All students must attend a full day of instruction unless approved otherwise by the principal in consideration of extenuating circumstances.

U. ACCOMMODATIONS FOR ELIGIBLE STUDENTS

Instructional and assessment accommodations must be provided as indicated on an eligible students' 504 Plan, IEP (Individual Education Plan) or student LEP Plan.

V. STUDENT RE-ENROLLMENT

A student eighteen years of age or older who has interrupted his or her education and who subsequently desires to enter the District School Board of Gadsden County may enroll either in the adult day school or an adult evening school. A student who did not complete 10 semesters may re-enroll, it they are younger than 20 years old (younger than 22, if ESE). Semesters begin when the student first enrolls in ninth grade in any public or private school. Students may not enroll in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. For students with disabilities who have not graduated with a standard diploma, the district will provide services until the end of the school year in which the student turns 22 years old. The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or school district.

XVIII. DIPLOMAS AND CERTIFICATE OF COMPLETION OPTIONS

A. STANDARD DIPLOMA

To earn a standard diploma, students must earn the state/district-prescribed credits, meet the state/district GPA requirement, and earn passing scores (as defined by the State of Florida) on the required graduation assessments that are approved by the State of Florida. Standard diplomas will be issued by each high school in the district.

B. CERTIFICATE OF COMPLETION Option 1:

Students may earn a Certificate of Completion if they earn the state and district prescribed credits, BUT have not attained the required GPA, or have NOT earned passing scores (as defined by the State of Florida) on the FSA reading and math or scores required on other assessments that are approved by the State of Florida. [F.S. 1008.22] if they meet all requirements for a standard high school diploma except earning a passing score on the Grade 10 FAST PM 3 FSA.

C. SPECIAL DIPLOMA/SPECIAL CERTIFICATE OF COMPLETIONS

Refer to ESE Section for requirements for a Special Diploma and requirements for a Special Certificate of Completion.

D. GRADUATION PLAN

Seniors will be notified during the first quarter of each school year regarding his or her credit standing in order that he/she can plan for graduation activities. A written graduation credit check will be completed and discussed with each student so that he or she will be able to complete all required course work prior to graduation. For senior transfer students, the graduation credit check should be completed as soon as records are received and evaluated by the school counselor. Each year underclassmen will meet with a school counselor every spring to discuss credit standing and scheduling requirements.

E. CERTIFICATE OF COMPLETION AND COMMENCEMENT

Students who earn a certificate of completion may participate in commencement with written permission of their parent or guardian indicating full understanding that a certificate of completion is not a high school diploma.

K-12

Exceptional Student Education STUDENT PROGRESSION



INDIVIDUALS WITH DISABILITIES EDUCATION ACT, 2004 (IDEA)

Placement in an Exceptional Student Education (ESE) program is in accordance with Federal Law, IDEA 2004, Florida Statute 1003.57, and local rules and procedures reflected in the Gadsden County Exceptional Student Education Policies and Procedures. Programs are provided for the following exceptionalities:

Autism Spectrum Disorder (ASD)

A range of pervasive developmental disorders that adversely affects a student's functioning and results in the need for specially designed instruction and related services. Autism Spectrum Disorder is characterized by an uneven developmental profile and a pattern of qualitative impairments in social interaction, communication, and the presence of restricted repetitive, and/or stereotyped patterns of behavior, interests, or activities. These characteristics may manifest in a variety of combinations and range from mild to severe.

Deaf/Hard of Hearing (DHH)

A hearing loss aided or unaided, that impacts the processing of linguistic information and which adversely affects performance in the educational environment. The degree of loss may range from mild to profound.

Developmentally Delayed (DD)

A child who is developmentally delayed is three (3) through years (9) years of age and is delayed in one (1) or more of the following areas:

- a) Adaptive or self-help development,
- b) Cognitive development,
- c) Communication development,
- d) Social or emotional development,
- e) Physical development including fine, or gross, or perceptual motor.

Dual Sensory Impaired (DSI)

Affecting both vision and hearing, the combination of which causes a serious impairment in the abilities to acquire information, communicate, or function within the environment, or who has a degenerative condition which will lead to such an impairment.

Emotional/Behavioral Disability

Persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity.

Hospital/Homebound

A student who has a medically diagnosed physical or psychiatric condition which is acute or catastrophic in nature, or a chronic illness, or a repeated intermittent illness due to a persisting medical problem and that confines the student to home or hospital and restricts activities for an extended period of time.

Intellectual Disability

Significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to eighteen (18) years of age.

Language Impaired (LI)

Disorders of language that interfere with communication, adversely affect performance and/or functioning in the student's typical learning environment, and result in the need for exceptional student education. One or more of the basic learning processes involved in understanding or in using spoken or written language. These include:

- a) Phonology Phonology is defined as the sound system of a language and the linguistic conventions of a language that guide the sound selection and sound combinations used to convey meaning
- b) Morphology Morphology is defined as the system that governs the internal structure of words and the construction of word forms;
- c) Syntax Syntax is defined as the system governing the order and combination of words to form sentences, and the relationships among the elements within a sentence;
- d) Semantics Semantics is defined as the system that governs the meanings of words and sentences; and
- e) Pragmatics Pragmatics is defined as the system that combines language components in functional and socially appropriate communication.

The language impairment may manifest in significant difficulties affecting listening comprehension, oral expression, social interaction, reading, writing, or spelling. A language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

Other Health Impaired (OHI)

Having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems.

Orthopedically Impairment (OI)

A severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including but not limited to skeletal deformity or spina bifida), and impairments resulting from other causes (e.g., including but not limited to cerebral palsy or amputations).

Specific Learning Disabilities (SLD)

A disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional/behavioral disability, limited English proficiency, or environmental, cultural, or economic factors.

Speech Impairment (SI)

A phonological or articulation disorder that is evidenced by the atypical production of speech sounds characterized by substitutions, distortions, additions, or omissions that interfere with intelligibility. Not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited

English proficiency.

Traumatic Brain Injury

An acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe, open or closed head injuries resulting in impairments in one (1) or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma.

Visually Impairment (VI)

Have no vision or little potential for using vision; students who have low vision; students who have a visual impairment after best correction that adversely affects their educational performance; or students who have been diagnosed with a progressive condition that will most likely result in a visual impairment or no vision after best correction.

*Students receiving services under the program of Gifted fall under Exceptional Student Education, this section does not apply to those students unless they are also served in one of the other ESE programs or have a Section 504 Plan.

Gifted Education

Superior intellectual development and are capable of high performance.

SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABLITIES ACT AMENDMENTMENT OF 2008

A student may be considered a student with a disability if the student has a mental or physical impairment that substantially limits a major life function. Students who are not eligible under the Individuals with Disabilities Education Act (IDEA) may be eligible for services and protection including educational accommodations under Section 504 of the Rehabilitation Act of 1973.

INSTRUCTION FOR STUDENTS WITH DISABILITIES

It is the responsibility of each student's IEP (Individual Education Plan) or Section 504 team to ensure that all students with disabilities have the right to FAPE (Free Appropriate Education) and are afforded the opportunity to participate in the general education curriculum aligned with state standards and career/technical courses/experiences as well as social and extracurricular activities as appropriate. IEP progress reports should be provided to parents quarterly.

It is the expectation that all students with disabilities will

- Participate in courses at their grade level and work toward mastery of those standards assigned to the course.
- In accordance with Federal and State legislation each student with disabilities will participate in educational activities in the Least Restrictive Environment (LRE) with

- appropriate supports and accommodations as prescribed by the IEP Team.
- Students with disabilities will be progress monitored regarding progress toward state standards as well as IEP goals; the strategies and services will be adjusted as needed.

INSTRUCTIONAL ACCOMMODATIONS

According to state rule 6A-6.03411(1)(a), Accommodations are changes that are made in how the student access information and demonstrates performance. Students use accommodations to increase, maintain or improve academic performance. Each Individual Education Plan (IEP) list accommodations that the student must have to achieve a Free and Appropriate Public Education (FAPE). These accommodations may fall into the following categories:

- Flexible Presentation
- Flexible Responding
- Flexible Scheduling
- Flexible Setting

However, accommodations are based on individual needs and are not limited to these categories as a part of the student's daily instruction.

The Section 504 Plan must list accommodations that the student needs in order-to access the curriculum and learning environment.

The IEP Team, specifically, the ESE Teacher, must provide all general education teachers a copy of the student's accommodations. It is the responsibility of each teacher (General Education and ESE) to be knowledgeable of each student with a disability and provide the accommodations specified in the IEP or Section 504 Plan as a part of daily instruction. If additional accommodations are recommended or no longer needed, it is the responsibility of the IEP or Section 504 Team of which the parent is included) to convene and amend the document. Each school should have an Administrative Designee/LEA (Local Education Agency) Representative responsible for oversight and fidelity of IDEA and Section 504. The designee will be responsible for ensuring IDEA compliance and serve as the liaison between teachers, parents and students.

* Teachers and IEP/504 Service Providers are required to maintain daily documentation of accommodations provided to students. (Appendices: IEP Accommodation Checklist)

ACCESS POINTS COURSES

Access Points-Alternate Academic Achievement Standards (AP-AAAS) aligned to the Florida Standards, Next Generation Sunshine State Standards (NGSSS) and/or Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards. Access points are academic expectations written specifically for students with significant cognitive disabilities. They reflect the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.

Students entering 9th grade must be enrolled and receive instruction in all general education core courses unless the IEP team determines that the student has a significant cognitive disability, and

that Access Points are the most appropriate way for the student to access the curriculum.

Access Points reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations for students with significant cognitive disabilities. The Access Points included in access courses are intentionally designed to foster high expectations for students with significant cognitive disabilities. A student may be enrolled in an access course but receive instruction in a general education class. *Parents must give signed consent in order for students to participate in Access Points courses, and this course of study must be designated on the IEP.* Teachers must provide instruction utilizing a curriculum aligned with Access Points.

Access courses are based on Access Points, as approved by the State Board of Education and are described in the *Course Code Directory and Instructional Personnel Assignments*. Access Points in the subject areas of ELA, Math, Science, Social studies, Art, Dance, Physical Education, Theatre, and Health provide tiered access to the general curriculum through three levels of Access Points (Participatory, Supported, and Independent). Access points in English language arts and mathematics do not contain these tiers, but contain Essential Understandings (or EUs). EUs consist of skills at varying levels of complexity and are a resource when planning for instruction.

Students with disabilities who are following the high school graduation option outlined in 1003.4282(11)(b)1., F.S. (the IEP team has determined Florida Standards Alternate Assessment is the most appropriate measure of the student's skills), may substitute an eligible secondary CTE course for English IV; for one math, with the exception of Algebra I or Geometry; for one science, with the exception of Biology; and for one social studies, with the exception of U.S. History. Any CTE course that has content related to the course for which it is substituting may be used.

Information on CTE courses is available at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu. There are also Exceptional Student Education (ESE) CTE courses with related content that can substitute for these courses. These substitutions are permitted by Rule 6A-1.09963(3)(a), F.A.C. Districts may use course standards to determine suitable substitutions. Many CTE curriculum frameworks (available at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu) contain academic alignment tables, noting the percentage of standards CTE courses have in common with science, mathematics and English/language arts courses.

Additional resources to use in determining suitable substitutions include:

- Course Code Directory (CCD) & Instructional Assignments, http://www.fldoe.org/policy/articulation/ccd/
- CPALMS, http://www.cpalms.org/

Section 1003.4282(4), F.S., requires that at least one course within the 24 credits required be completed through online learning. However, it also states that this requirement does not apply to a student for whom the IEP team has determined that an online course would be inappropriate. Because many students with disabilities will be accessing online instruction in a postsecondary or employment setting, it is critical that efforts be made to support the participation of students in an online course. IEP teams should consider what supports, services, accessible instructional materials (AIMs), assistive technologies and accommodations the student will need to be able to participate and progress in an online learning environment and also consider whether the student

will need time to become proficient in using these tools.

ASSESSMENT – STUDENTS WITH DISABILITIES

Students with disabilities will participate in appropriate class, district and state assessments. Decisions will be made by the IEP Team, with parents as participating members, and will be indicated on the IEP. The decision that a student with a significant cognitive disability will participate in the Florida Standards Alternate Assessment is made by the IEP team and recorded on the IEP.

The parent must consent in writing for the student's participation in the Florida standards Alternate Assessment and the following criteria must be met:

The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two consecutive full-time equivalent reporting periods prior to the assessment (Rule 6A-1.0943(5)(c)1., F.A.C.)

- The student must be receiving specially designed instruction, which provides unique instruction and intervention supports that is determined, designed and delivered through a team approach, ensuring access to core instruction through the adaptation of content, methodology or delivery of instruction and is exhibiting very limited to no progress in the general education curriculum standards (Rule 6A-1.0943(5)(c)2., F.A.C.)
- The student must be receiving support through systematic, explicit and interactive small group instruction focused on foundational skills in addition to instruction in the general education curriculum standards (Rule 6A-1.0943(5)(c)3., F.A.C.)
- Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modification to the grade-level general education curriculum standards (Rule 6A-1.0943(5)(c)4., F.A.C.)
- Even after documented evidence of accessing a variety of supplementary instructional materials, the Does the student require modifications to the general education curriculum standards even after the student requires modifications to the general education curriculum standards (Rule 6A-1.0943(5)(c)5., F.A.C.)
- Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards (Rule 6A-1.0943(5)(c)6., F.A.C.)
- The student requires direct instruction in academic areas of English Language Arts, Math, Social Studies and Science based on access points. Even with direct instruction in all core academic areas (i.e., English language arts, mathematics, social studies and science), the student is exhibiting limited or no progress on the general education curriculum standards and requires modifications (Rule 6A-1.0943(5)(c)7., F.A.C.)

EXCLUSIONARY CRITERIA

6A-1.0943(5)(d)1., F.A.C.

A student is not eligible to participate in the statewide, standardized alternate assessment if:

- 1. The student is identified as a student with a specific learning disability or as gifted.
- 2. The student is identified solely as a student eligible for services as a student who is deaf or hard of hearing (DHH) or has a visual impairment (VI), a dual sensory impairment (DSI), an

- emotional or behavioral disability (EBD), a language impairment (LI), a speech impairment (SI), or an orthopedic impairment (OI).
- 3. The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to section 1008.22(3)(a)-(b), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complication subsequent to the administration of that assessment that led to the student having the most significantly below average global cognitive impairment.

ASSESSMENT ACCOMMODATIONS

6A-1.0943 F.A.C.

Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment.

Teachers are required to implement the accommodations in a manner that ensures that the test responses are the independent work of the student. Personnel are prohibited from assisting a student in determining how the student will respond or directing or leading the student to a particular response. Accommodations that negate the validity of a statewide standardized assessment ARE NOT allowable.

Allowable assessment accommodations documented on the IEP or 504 Plan must be implemented, provided to and used by the student during classroom instruction and assessments prior to administration of any statewide assessment.

For specific examples of appropriate accommodations for assessment, refer to Accommodations for Florida's Statewide Student Assessments, Florida Department of Education, Bureau of Exceptional Education and Student Services, 2015 and Statewide Assessments Accommodations Guide 2022-2023 https://fsassessments.org/-/media/project/client-portals/florida-fast/pdf/manuals-and-user-guides/accommodations-guide.pdf

UNIQUE ACCOMMODATIONS

Unique accommodations are specialized accommodations that require alterations to existing test materials, presentation, or administration guidelines.

In accordance with Rule 6A-1.0943, F.A.C., The need for any unique accommodations for use on a statewide standardized assessment must be submitted to the District Director of Exceptional Student Education and District Assessments Coordinator who must submit the request to the Department of Education (Commissioner of Education). Written requests for unique accommodations must be submitted using the Unique Accommodations Request Form provided by FDOE. Each unique accommodation must be approved every school year by the Commissioner of Education or a designee prior to its use.

In order to be approved for use during testing, a unique accommodation must be:

- Documented on an IEP or Section 504 Plan
- Utilized regularly by the student in the classroom
- Must not negate the validity or threaten the security of the assessment

WAIVERS

WAIVER OF STATEWIDE STANDARDIZED ASSESSMENT RESULTS (End of Course Exams (EOC), Florida Standards Alternate Assessment (FAA), Florida Assessment of Student Thinking (FAST)

Students with disabilities working toward a standard high school diploma are expected to participate in statewide, standardized assessments. State law, however, provides for a waiver of statewide, standardized assessment results for graduation purposes for students with disabilities whose abilities cannot be accurately measured by the assessments. Pursuant to s. 1008.22(3)(d)2., F.S. Florida Statute requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade to grade progression and high school graduation.

Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade or a standard high school diploma.

Criteria:

- The student must be identified as a student with a disability.
- The student must have an IEP
- The student must have taken the statewide, standardized assessment with appropriate, allowable accommodations indicated on the IEP at least twice
- The student must meet satisfactory attendance (may not have 15 or more unexcused absences within 90 calendar days)
- The IEP team (with the parent as a participating member for students under the age of 18) must make a determination of whether a statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations.
- The waiver must be approved by the parent if the student is under the age of 18.
- The waiver must be reviewed and approved by the Director/Coordinator of Exceptional Student Education
- In addition to the above, for the Florida Standards Alternate Assessment to be waived, a graduation portfolio of quantifiable evidence of achievement is required. It must contain a listing of courses the student has taken, grades received, curriculum aligned with Access Points assessment samples, student work samples and other materials that demonstrate growth, improvement and mastery of required Access Point Course standards.

Evidence to be considered by the IEP Team to determine that the results of a statewide, standardized assessment are not an accurate measure of the student's ability may include, but is not limited to:

- Classroom work samples
- Course grades
- Teacher observations
- Relevant classroom data derived from formative assessment
- Intensive remediation activities on the required course standards (Tier 2)
- Intensive remediation activities on the required course standards (Tier 3)
- Higher-level, related coursework (honors, advanced placement, etc.)
- Related postsecondary coursework through dual enrollment
- Other standardized academic assessments, such as the SAT, the ACT or PERT

A student who waives the statewide, standardized assessment results MAY NOT receive a scholar diploma designation.

*Waiver shall be designated on the student's transcript and in FOCUS Student Database

References: Technical Assistance Paper Waiver of Statewide, Standardized Assessment Results for Students with Disabilities BEESS, April 2015; Section 1008.22 FS and Graduation Requirements for Florida's Statewide Assessments www.fldoe.org/core/fileparse.php/7764/urlt/gradrequirefsa.pdf

WAIVER OF THE ON-LINE COURSE REQUIREMENT

The graduation requirement for successful completion of an online course may be waived for students with disabilities whose IEP indicates that an online course is inappropriate. 1003.428, F.S.

GRADING FOR STUDENTS WITH DISABILITIES

Students should be graded on mastery of State Standards or Access Points. Daily lessons should integrate standards or Access Points, and the state grading scale should be used to provide an indication of the extent of mastery. Students who are not working on Access Points should be provided instruction on grade level standards. If a student is reading significantly below grade level, the student should be referred to the MTSS/Problem Solving Team and the IEP team to provide reading interventions and determine that the student should work in a supplementary reading material that has been district approved at his/her level. However, the student should continue to be afforded the opportunity to receive instruction on grade level standards.

If the student is working two or more years below grade level, the school administrator or designee should be a part of the IEP team, and the student's report card must specify that he/she is working below grade level in the comment section. The academic goals on the IEP should reflect strategies and frequent progress monitoring to ensure that the student is making progress. If the student is not making progress, the IEP/MTSS team should reconvene to determine more appropriate strategies and accommodations. A formal re-evaluation of the student's strengths and weaknesses may be requested by the IEP team to help drive appropriate instruction and grading.

If a student with disabilities is failing a course, the following procedures should be followed:

- The teacher should refer the student to the MTSS/Problem Solving Process with the IEP team (with the parent(s) as participating members). The team will determine if the IEP goals need to be adjusted or additional goals/services added.
- Identify the reason that the student is failing.
- Review documentation of accommodations/interventions implemented
- Put strategies/interventions in place to address the area of weakness.
- Monitor the student's progress and effectiveness of the strategies/interventions and maintain records.
- Maintain a log of communication with the student, parents and MTSS Team
- Seek outside resources through the guidance office, ESE office or other district- approved support agencies.
- Continue the problem solving process to adjust methodology, Universal Design for Learning, or strategies. If the student continues to fail, the IEP team MUST convene and review the goals/objectives in the IEP for appropriateness, making revisions as necessary.
- The IEP team may also request a re-evaluation to gather additional data to support the problem solving/intervention process.

REPORT OF PROGRESS

Parent/guardian will be supplied with the following: Notification that students with disabilities will receive a statement of progress toward IEP Annual Goals and the extent to which progress is sufficient to enable the student to achieve goals by the annual review date of the IEP. The number of notifications per year is identified in the student's IEP.

*Hard Copies of the IEP Progress Report must be provided to the parent via face to face, electronic or mail

PROMOTION

Students with disabilities who are receiving instruction based on Florida Standards-based curriculum are promoted based upon the same promotion criteria as that for non-disabled students. Allowable accommodations as determined by the IEP team must be implemented and documented (Frequency, Rate, Intensity and Location). Criteria for students with disabilities is included in the Good Cause Clause for promotion in special circumstances.

RETENTION

Students with IEPs who are pursuing a standard diploma are affected by the same guidelines for retention as are students in general education. Refer to the sections of this document for general education promotion requirements and retention considerations. Students with IEPs may be exempted from the mandatory retention in grade 3 for good cause as outlined in state statute. The Principal and IEP committee must adhere to the Good Cause Retention Waiver when considering retention for Students with Disabilities. Retention decisions for students with IEPs

who are following access points for students with significant cognitive disabilities are made on an individual basis by the IEP team which will include the school principal/designee and/or Director of ESE. Careful consideration should be given to educating the student with disabilities with his/her chronologically age-appropriate peers throughout their school experience.

Exclusionary Retention Factors

Students with an IEP/504 Plan may not be recommended for retention due to the following:

- 1.) Lack of Documentation of Consistent Implementation of IEP/504
- 2.) Lack of Documentation of Implemented Accommodation(s) indicated on IEP/504
- 3.) Pending Evaluation/Reevaluation due to suspicion of a disability
- 4.) Absence of Highly Qualified Teacher

GRADUATION REQUIREMENTS FOR STUDENTS WITH DISABILITIES

There are two graduation options available to students with disabilities entering ninth grade in 2014 and after:

Standard diploma, meeting 24 course graduation and assessment requirements specified in Student Progression. Students with disabilities may elect to participate in the Scholar or Merit Diploma Designations, but must meet assessment requirements with no waivers.

Standard diploma, via Access Points. The student must meet the same 24 course requirements as all students, but will use Access courses.

Beginning no later than the IEP in effect when the student attains age 16, or younger, if appropriate, the IEP must reflect:

- A statement of intent to pursue a standard high school diploma and Scholar or Merit designation as determined by the parent
- A statement of intent to receive a standard diploma before age 22 and how the student will meet requirements
- Inclusion of outcomes and additional benefits expected by the parent and the IEP team at the time of graduation
- A statement of measurable postsecondary goals and career goals
- If there are changes proposed to postsecondary or career goals included in the IEP, the parent must approve the changes

A student who does not meet/satisfy the standard high school diploma requirements shall be awarded a certificate of completion.

SUMMARY OF PERFORMANCE (SOP)

When a student with an IEP graduates from high school with a standard diploma or "ages out" of ESE (age 22), the school is required to provide a summary of academic achievement and functional performance. The Summary of Performance (SOP) will include recommendations and means to meet post-secondary goals.

The SOP must be completed during the final year of a student's high school education and is most useful when completed during the transition IEP process when the student has the opportunity to actively participate in the development of the document. The document will contain the most updated information on performance of the student and include both the student's abilities and aspirations.

DEFERRAL OF GRADUATION

A student with a disability who meets the standard high school diploma requirements may defer the receipt of a standard high school diploma if the student:

- Has a current IEP that prescribes special education, transition planning, transition services or related services through age 21
- Is enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar designation requirements or a structured work-study internship or pre- apprenticeship program.

The district has the following obligations with regard to the deferral of the standard high school diploma:

- Review the benefits of deferring with the parent and the student, including continuation of education and related services
- Describe to the parent and student, in writing, all of the services and programs available to students who defer.
- Note the deferral decision on the IEP.
- Provide a document that notes the decision for the parent, or the student if over 18 and rights have transferred, to sign that is separate from the IEP.
 - Inform the parent and the student in writing, by January 30th, of the year in which the student is expected to meet all graduation requirements, that failure to defer releases the school district of the obligation to provide FAPE, that deadline for acceptance or deferral is May 15, and that failure to attend the graduation ceremony does NOT constitute deferral.
- Ensure that the names of students who are deferring are entered into the information management system.

Students who elect to defer graduation or receive a certificate of completion may participate in graduation activities ONCE. They may elect to walk with their peer group, and receive a certificate of deferment or certificate of completion OR walk when they receive their diploma.

A student who defers graduation may request his/her diploma the next date that the district awards them. Rule 6A-1.9963, F.A.C.

DEFERRAL OF GRADUATION

A student with a disability who meets the standard high school diploma requirements may defer the receipt of a standard high school diploma if the student:

- Has an IEP that prescribes special education, transition planning, transition services or related services through age 21
- Is enrolled in accelerated college credit instruction, industry certification courses that lead
 to college credit, a collegiate high school program, courses necessary to satisfy the Scholar
 designation requirements or a structured work-study internship or pre- apprenticeship
 program.

Students who elect to defer graduation or receive a certificate of completion may participate in graduation activities ONCE. They may elect to walk with their peer group, and receive a certificate of deferment or certificate of completion OR walk when they receive their diploma.

A student who defers graduation may request his/her diploma the next date that the district awards them. Rule 6A-1.9963, F.A.C.

TRANSITION PROGRAM

The Requirements for entry into the Transition Program (18-22 years old) are:

- 1. The student has been served under IDEA through an IEP (not dismissed and has elected to defer the receipt of a standard diploma or, in extraordinary circumstances, has earned a certificate of completion)
 - a. The student has mastered all required academic curriculum standards
 - b. Achieved the highest level of academic independence through his/her high school ESE Program.
 - c. The IEP prescribes a need for transition planning, transition services or related services up to age 22.
 - The student is in pursuit of structured work-study, internship or employment
 - d. Additional need of Functional Life skills training
 - e. The student has a desire to apply his/her individual academic skills toward a vocational/functional academic program with the expectation that the program will enhance his/her independence for post secondary transitioning.
- 2. The student is under the age of 22.

EXTENDED SCHOOL YEAR (ESY)

Extended School Year services (ESY) may be provided for students with disabilities, whose Individual Education Plan (IEP) team has determined, based upon data review, that services are necessary for the provision of a Free and Appropriate Public Education (FAPE). The IEP must document the IEP Team's consideration of and decision regarding ESY prior to the conclusion of the current school year/term.

OTHER PROGRAMS: THERAPIES AND ITINERANT SERVICES

Speech Therapy, Language Therapy, Physical Therapy, Occupational Therapy, and itinerant Hearing Impaired and Vision services are designed to reinforce and enhance a student's ability to benefit from instruction. Participation in these services will not affect the minimum course instruction requirements for basic, CTE or ESE courses.

APPENDICIES

APPENDIX A: EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN INTERSTATE COMPACT ON EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN INTERSTATE COMMISSION MEETING – Rules (Approved, Nov. 2009)

INTRODUCTION:

Upon activation of the Interstate Compact a year ago, one of the first tasks necessary for the Commission was the creation of administrative rules under which the Compact would operate. A Rules Committee was formed and over the past year, the Committee met on several occasions to develop the rules. Comments were solicited from various stakeholders and input was considered. The rules complement the Interstate Compact and may not conflict with it. In addition, the rules are not designed to address every issue arising under the Compact, however, there is flexibility to make reasonable changes or clarification as the need arises through amendment, advisory opinions, and training opportunities. Attached is a final draft of the proposed rules for your consideration.

Chapter – 100 DEFINITIONS SEC. 1.101 Definitions

As used in these rules, unless the context clearly requires a different construction—

- A. "Active duty" means: full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
- B. "By-laws" means: those by-laws established by the Interstate Commission on Educational Opportunity for Military Children for its governance, or for directing or controlling the Interstate Commission's actions or conduct.
- C. "Children of military families" means: a school-aged child (ren), enrolled in kindergarten through twelfth (12th) grade, in the household of an active duty member.
- D. "Compact commissioner" means: the voting representative of each compacting state, appointed pursuant to Article VIII of this compact.
- E. "Days" means: business days, unless otherwise noted.
- F. "Deployment" means: the period one (1) month prior to the service members' departure from their home station on military orders though six (6) months after return to their home station.
- G. "Education(al) records" means: those official records, files, and data directly related to a student and maintained by the school or local education agency (LEA), including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- H. "Extracurricular activities" means: a voluntary activity sponsored by the school or LEA or an organization sanctioned by the LEA. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- I. "Interstate Commission on Educational Opportunity for Military Children" means: the commission that is created under Article IX of this compact, which is generally referred to as Interstate Commission.
- J. "Local education agency" means: a public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through twelfth

- (12th) grade public educational institutions.
- K. "Member state" means: a state that has enacted this compact.
- L. "Military installation" means: a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- M. "Non-member state" means: a state that has not enacted this compact.
- N. "Receiving state" means: the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- O. "Rule" means: a written statement by the Interstate Commission promulgated pursuant to Article XII of this compact that is of general applicability, implements, interprets or prescribes a policy or provision of the compact, or an organizational, procedural, or practice requirement of the Interstate Commission, and has the force and effect of statutory law in a member state, and includes the amendment, repeal, or suspension of an existing rule.
- P. "Sending state" means: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- Q. "State" means: a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory.
- R. "Student" means: the child of a military family for whom the LEA receives public funding and who is formally enrolled in kindergarten through twelfth (12th) grade.
- S. "Transition" means: 1) the formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
- T. "Uniformed service(s)" means: the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.
- U. "Veteran" means: a person who served in the uniformed services and who was discharged or released under conditions other than dishonorable.

${\bf Chapter~200-GENERAL~PROVISIONS}$

SEC 2.101 Adoption of rules; Amendment

Proposed rules or amendments to the rules shall be adopted by majority vote of the members of the Interstate Commission in the following manner:

- (a) Proposed new rules and amendments to existing rules shall be submitted to the Interstate Commission office for referral to the Rules Committee as follows:
 - (1) Any Commissioner may submit a proposed rule or rule amendment for referral to the Rules Committee during the annual Commission meeting. This proposal must be made in the form of a motion and approved by a majority vote of a quorum of the Commission members present at the meeting;

- (2) Standing Committees of the Commission may propose rules or rule amendments by majority vote of that Committee;
- (3) Any regional group of states as may be subsequently recognized by the Commission may propose rules or rules amendments by a majority vote of members of that region;
- (b) The Rules Committee shall prepare a draft of all proposed rules and provide the draft to all Commissioners for review and comments. All written comments received by the Rules Committee on proposed rules shall be posted on the Commission's website upon receipt. Based upon the comments made by the Commissioners, the Rules Committee shall prepare a final draft of the proposed rule(s) or amendments for consideration by the Commission no later than the next annual meeting falling in an odd-numbered year.
- (c) Prior to promulgation and adoption of a final rule by the Interstate Commission, the text of the proposed rule or amendment shall be published by the Rules Committee no later than thirty (30) days prior to the meeting at which the vote is scheduled, on the official web site of the Interstate Commission and in any other official publication that may be designated by the Interstate Commission for the publication of its rules. In addition to the text of the proposed rule or amendment, the reason for the proposed rule shall be provided.
- (d) Each administrative rule or amendment shall state—
 - (1) The place, time, and date of the scheduled public hearing;
 - (2) The manner in which interested persons may submit notice to the Interstate Commission of their intention to attend the public hearing and any written comments; and
 - (3) The name, position, physical and electronic mail address, telephone, and telefax number of the person to who interested persons may respond with notice of their attendance and written comments.
- (e) Every public hearing shall be conducted in a manner guaranteeing each person who wishes to comment a fair and reasonable opportunity to comment. No transcript of the public hearing is required, unless a written request for a transcript is made, which case the person or entity making the request shall pay for the transcript. A recording may be made in lieu of a transcript under the same terms and conditions as a transcript. This subsection shall not preclude the Commission from making a transcript or recording of the public hearing if it chooses to do so.
- (f) Nothing in this section shall be construed as requiring a separate hearing on each rule. Rules may be grouped for the convenience of the Interstate Commission at hearings required by this section.
- (g) Following the scheduled hearing date, or by the close of business on the scheduled hearing date if the hearing was not held, the Interstate Commission shall consider all written and oral comments received.
- (h) The Interstate Commission shall, by majority vote of a quorum of the commissioners, take final action on the proposed rule and shall determine the effective date of the rule, if any, based on the rulemaking record and the full text of the rule.
- (i) Not later than sixty (60) days after a rule is adopted, any interested person may file a petition for judicial review of the rule in the United States district court of the District of Columbia or in the federal district court where the Interstate Commission's principal office is located. If the court finds that the Interstate Commission's action is not supported by

- substantial evidence, as defined in the federal Administrative Procedures Act, in the rulemaking record, the court shall hold the rule unlawful and set it aside.
- (j) Upon determination that an emergency exists, the Interstate Commission may promulgate an emergency rule that shall become effective immediately upon adoption, provided that the usual rulemaking procedures provided in the compact and in this section shall be retroactively applied to the rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the rule. An emergency rule is one that must be made effective immediately in order to—
 - (1) Meet an imminent threat to public health, safety, or welfare;
 - (2) Prevent a loss of federal or state funds;
 - (3) Meet a deadline for the promulgation of an administrative rule that is established by federal law or rule; or
 - (4) Protect human health and the environment.

SEC. 2.102 Dues formula

- a) The commission shall determine the formula to be used in calculating the annual assessments to be paid by states. Public notice of any proposed revision to the approved dues formula shall be given at least 30 days prior to the Commission meeting at which the proposed revision will be considered.
- b) The Commission may consider the population of the states, the number of students subject to the compact within each state, and the volume of student transfers between states in determining and adjusting the assessment formula.
- c) The approved formula and resulting assessments for all member states shall be distributed by the commission to each member state annually.
- d) The dues formula shall be based on the figure of one dollar per child of military families eligible for transfer under this compact.

Chapter 300 – TRANSFER OF EDUCATION RECORDS AND ENROLLMENT SEC. 3.101 Eligibility for transfer and enrollment

- a) Unofficial or "hand-carried" education records —In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible. In the event a state or LEA charges a fee for copies of educational records, such a fee shall not exceed the reasonable cost of reproduction.
- b) Official education records/transcripts-- Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student's official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within ten (10) business days except for a designated school staff break including, but not limited to, spring, summer, or holiday. Records should be furnished as soon as possible following the return of staff from a school staff break; however, the time

shall not exceed ten (10) days after the return of staff.

SEC. 3.102 Application for transfer of student records and enrollment

An application for transfer of educational records of students subject to this compact shall contain the following:

- a) Immunizations Compacting states shall give thirty (30) calendar days from the date of enrollment. For a series of immunizations, initial vaccinations must be obtained within thirty (30) calendar days.
- b) Kindergarten and First grade entrance age Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a LEA in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.
 - 1) Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to the school of the state being transferred into shall be admitted upon presentation of the data required in subsection (3).
 - 2) Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to a public school in the state being transferred, shall be admitted if the student meets age requirements for public schools within the state from which he or she is transferring, and if the transfer of the student's academic credit is acceptable under rules of the school board. Prior to admission, the parent or guardian must also provide the data required in subsection (3).
 - 3) To be admitted into a school in the receiving state, such a student transferring from the sending state must provide the following data:
 - i. Official military orders showing that the military member was assigned to the state (or commuting area) of the state in which the child was previously duly enrolled and attended school. If a child of a military member was residing with a legal guardian during the previous enrollment and not the military member, a copy of the family care plan, or proof of guardianship, as specified in the Interstate Compact, or any information sufficient for the receiving district to establish eligibility under this compact shall be provided;
 - ii. An official letter or transcript from the proper school authority which shows record of attendance, academic information, and grade placement of the student;
 - iii. Documented evidence of immunization against communicable diseases; and
 - iv. Evidence of date of birth. Chapter 400 GRADUATION

SEC 4.101 Graduation

a) Waiver requirements - LEA administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another LEA or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the LEA shall provide an alternative means of acquiring required coursework so that graduation may occur on time. If the

- receiving LEA requires a graduation project, volunteer community service hours, or other state or LEA specific requirements, the receiving LEA may waive those requirements.
- b) Exit exams States shall accept: 1) exit or end-of-course exams required for graduation from the sending state; or 2) national norm-referenced achievement tests or 3) alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her senior year, then the provisions of Article VII, Section C of the Compact shall apply.
- c) Transfers during senior year There may be cases in which a military student transferring at the beginning or during his or her senior year is ineligible to graduate from the receiving LEA after all alternatives have been considered. In such cases the sending and receiving LEA's shall ensure the receipt of a diploma from the sending LEA, if the student meets the graduation requirements of the sending LEA. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the ontime graduation of the student in accordance with Sections A and B of Article VII of the Compact.

Chapter 500 – PLACEMENT & ATTENDANCE SEC. 5.101 Course placement

The receiving school shall initially place a student who transfers before or during the school year in educational courses based on the student's enrollment in the sending state school and/or educational conducted at the school in the sending state to the extent the educational courses are provided by the receiving school. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such educational courses.

SEC. 5.102 Educational program placement

The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such programs.

SEC. 5.103 Special education services

- (a) In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. Section 1400 et. Seq., the receiving state shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP); and
- (b) In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C.A. Section 794, and with Title II of the Americans with Disabilities Act, 42 U.S.C.A.

Sections 12131-12165, the receiving state shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing 504 or Title II Plan, to provide the student with equal access to education.

(c) The receiving school may perform subsequent evaluations to ensure appropriate placement and appropriate services. The receiving school shall follow any current regulations the receiving state has in place to comply with federal or state law.

SEC. 5.104 Placement flexibility

LEA officials shall have flexibility in waiving course/program prerequisites, or other preconditions for placement in courses/programs offered under the jurisdiction of the LEA.

SEC. 5.105 Absence as related to deployment activities

A student whose parent or legal guardian is an active duty member of the uniformed services, as defined by the Compact, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the LEA superintendent or head of school to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian. Notwithstanding the above, the LEA superintendent or head of school may provide a maximum number of additional excused absences.

Chapter 600 -- ELIGIBILITY SEC. 6.101 Eligibility for Enrollment

- (a) A custody order, special power of attorney, or other applicable document relative to the guardianship of a child of a military family and executed under the applicable law of each member state shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent. A special power of attorney form, which is acceptable in some jurisdictions, can be obtained through the JAG offices pursuant to Military Family Care Plan regulations.
 - (1) A local education agency shall be prohibited from charging local tuition to a transitioning military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent. Tuition may be charged for optional programs offered by the LEA.
 - (2) A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent. The local education agency shall not charge tuition. In addition, transportation to and from school is the responsibility of the non-custodial parent or other persons standing in loco parentis.
- (b) Eligibility for extracurricular participation State and local education agencies shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, with consultation with the state high school athletic association, to the extent they are otherwise qualified. Application deadlines include tryouts, summer conditioning and other coach or district prerequisites.

Chapter 700 – OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION SEC. 7.101 Informal communication to resolve disputes or controversies

- (a) States shall attempt to resolve disputes or controversies by communicating with each other by telephone, telefax, or electronic mail.
- (b) Failure to resolve dispute or controversy—
 - (1) Following an unsuccessful attempt to resolve controversies or disputes arising under this compact, its by-laws or its rules as required under sec.7.101 (a), states shall pursue one or more of the informal dispute resolution processes set forth in sec. 7.101 (b)(2) prior to resorting to formal dispute resolution alternatives.
 - (2) Parties shall submit a written request to the executive director for assistance in resolving the controversy or dispute. The executive director shall provide a written response to the parties within ten (10) days and may, at the executive director's discretion, seek the assistance of legal counsel or the executive committee in resolving the dispute. The executive committee may authorize its standing committees or the executive director to assist in resolving the dispute or controversy.

SEC. 7.102 Formal resolution of disputes and controversies

- a) Alternative dispute resolution Any controversy or dispute between or among compacting states that arises from or relates to this compact that is not resolved under sec.
 7.101 may be resolved by alternative dispute resolution processes. These shall consist of mediation and arbitration.
- b) Mediation and arbitration
 - 1) Mediation
 - i. A state that is party to a dispute may request, or the executive committee may require, the submission of a matter in controversy to mediation.
 - ii. Mediation shall be conducted by a mediator appointed by the executive committee from a list of mediators approved by the national organization responsible for setting standards for mediators and pursuant to procedures customarily used in mediation proceedings.

2) Arbitration

- i. Arbitration may be recommended by the executive committee in any dispute regardless of the parties' previous submission of the dispute to mediation.
- ii. Arbitration shall be administered by at least one neutral arbiters or a panel of arbiters not to exceed three members. These arbiters shall be selected from a list of arbiters maintained by the commission staff.
- iii. The arbitration may be administered pursuant to procedures customarily used in arbitration proceedings and at the direction of the arbiter.
- iv. Upon the demand of any party to a dispute arising under the compact, the dispute shall be referred to the American Arbitration Association and shall be administered pursuant to its commercial arbitration rules.
 - a) The arbiter in all cases shall assess all costs of arbitration, including fees of the arbiter and reasonable attorney fees of the prevailing party, against the party that did not prevail.
 - b) The arbiter shall have the power to impose any sanction permitted by this compact and other laws of the state or the federal district in which the commission has its principal offices.

v. Judgment on any award may be entered in any court having jurisdiction.

SEC 7.103 Enforcement actions against a defaulting state

- (a) If the Interstate Commission determines that any state has at any time defaulted ("defaulting state") in the performance of any of its obligations or responsibilities under this Compact, the by-laws or any duly promulgated rules the Interstate Commission may impose any or all of the following penalties:
 - 1) Damages or costs in such amounts as are deemed to be reasonable as fixed by the Interstate Commission;
 - 2) Remedial training and technical assistance as directed by the Interstate Commission;
 - 3) Suspension and termination of membership in the compact. Suspension shall be imposed only after all other reasonable means of securing compliance under the by-laws and rules have been exhausted. Immediate notice of suspension shall be given by the Interstate Commission to the governor, the chief justice or chief judicial officer of the state, the majority and minority leaders of the defaulting state's legislature, and the state council.
- (b) The grounds for default include, but are not limited to, failure of a Compacting State to perform such obligations or responsibilities imposed upon it by this compact, Interstate Commission by-laws, or duly promulgated rules. The Interstate Commission shall immediately notify the defaulting state in writing of the penalty imposed by the Interstate Commission on the defaulting state pending a cure of the default. The Interstate Commission shall stipulate the conditions and the time period within which the defaulting state must cure its default. If the defaulting state fails to cure the default within the time period specified by the Interstate Commission, in addition to any other penalties imposed herein, the defaulting state may be terminated from the Compact upon an affirmative vote of a majority of the compacting states and all rights, privileges, and benefits conferred by this Compact shall be terminated from the effective date of suspension.
- (c) Within sixty (60) calendar days of the effective date of termination of a defaulting state, the Interstate Commission shall notify the governor, the chief justice or chief judicial officer, the majority and minority leaders of the defaulting state's legislature, and the state council of such termination.
- (d) The defaulting state is responsible for all assessments, obligations, and liabilities incurred through the effective date of termination including any obligations, the performance of which extends beyond the effective date of termination.
- (e) The Interstate Commission shall not bear any costs relating to the defaulting state unless otherwise mutually agreed upon between the Interstate Commission and the defaulting state.
- (f) Reinstatement following termination of any compacting state requires both a reenactment of the Compact by the defaulting state and the approval of the Interstate Commission pursuant to the rules.

SEC 7.104 Judicial enforcement

The Interstate Commission may, by majority vote of the members, initiate legal action in the United States District Court for the District of Columbia or, at the discretion of the Interstate Commission, in the federal district where the Interstate Commission has its offices to enforce compliance with the provisions of the Compact, its duly promulgated rules and by-laws, against any compacting state in default. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation including reasonable attorneys' fees.

APPENDIX B: REQUEST FOR ELEMENTARY ACCELERATION (To be completed by parent/guardian)

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. Parent permission is necessary for ACCEL options.

Student (Legal Name):	DOB:	GRADE:
School:	Teacher:	
Parent/Guardian: (Please print first and last na	me)	
Address:		
Parent/Guardian Email:	Phone:	
Select the ACCEL Option you are requesting	g:	
Mid-year promotion to gra	de	
Full-year promotion to gra	de	
Subject-matter acceleratio *(request must be submitted prior to the end of the first		
Virtual instruction in high	er grade level subject(s) _	
*(request must be submitted prior to the end of the first	nine weeks)	
Advanced Work Class (Te	eacher initiated prior to Ma	ay 1)
On a separate piece of paper, give specific examples functions at a significantly higher level in the stresponse, describe each of the following: 1. Academic performance 2. Ability to apply, analyze, and evaluate ideas 3. Ability to work independently 4. Ability to think creatively 5. Motivation to work on advanced material	subject area requested for	•
Signature of individual submitting request:		Date

Please submit this form to the School Principal prior to the deadline noted above.

APPENDIX C: ELEMENTARY PERFORMANCE CONTRACT (To be completed before each new ACCEL Option)

Student (Legal Name)	:		DOB:	GRADE:
School:		Teacher:		_
Parent/Guardian: (Plea	ase print first and	l last name)		
Address:				
Parent/Guardian Email	l:		Phone:	
Select the ACCEL O				
	lid-year promotic	•		
	ull-year promotion			
Sı	ubject-matter acc	celeration for subject	ct(s)	
V			vel subject(s) _	
A	dvanced Work C	Class)		
County Student Progre assessments if mid-ye stipulated requiremen	ession Plan. Stud ear or full-year ts at any time	ents are required to promotion occurs. after the ACCEL	participate in If a student Option is in	chool Board of Gadsden all state, federal, and local fails to comply with the effect, the principal may a placement in lieu of the
I grant permission fo stated above:	or my student to	accelerate his/her	r learning and	agree to the conditions
Parent/Guardian's (print):	Name			Date:
Parent/Guardian's Sig	nature:			Date:
Principal's Name:				Date:
Principal's Signature:			Date:	

APPENDIX D: MIDDLE GRADES STUDENTS AND EOC ASSESSMENT REQUIREMENTS (Beginning 2014-2015)

MS Algebra 1 EOC	MS Geometry and Biology 1 EOC	MS Civics
A student completing Algebra 1 or Algebra 1 Honors must take the Algebra 1 EOC Assessment and achieve a passing score to be awarded high school credit. The score will count as 30% of the final course grade. If the student passes the course (regardless of the Algebra 1 EOC Assessment score), the course may count as one of the three math courses required for promotion to high school and the course grade used as part of the high school grade point average (GPA). If a student does not pass the EOC Assessment, the student must retake the Algebra 1 EOC Assessment and achieve a passing score to earn a standard high school diploma. The student can only retake the same course through middle grade forgiveness (C, D, or F in course); a student who passes the EOC but not the course is not required to retake the course.	A student completing Geometry or Geometry Honors must take the Geometry EOC Assessment and achieve a passing score which constitutes 30% of the student's final course grade to be awarded high school credit. If the student passes the course (regardless of the Geometry EOC Assessment score), the course may count as one of the three math courses required for promotion to high school and the course grade used as part of the high school grade point average (GPA). If a student does not pass the EOC Assessment, the student must retake the Geometry EOC Assessment and achieve a passing score to earn the required high school credit for Geometry. The student can only retake the same course through middle grade forgiveness (C, D, or F in course); a student who passes the EOC but not the course is not required to retake the course.	Each student's performance on the statewide standardized EOC assessment in Civics Education constitutes 30% of the student's final course grade.

APPENDIX E: MIDDLE GRADE FAST-TRACK MATHEMATICS CRITERIA Grade 7 Mathematics, Advanced (1205050) in Sixth Grade – Required eligibility criteria

If student does meet the criteria below, then placement is Grade 6 Mathematics (1205020).

Fifth grade Student must meet 4 out of 5 of these criteria:

- Teacher, Department Chair, and Administrator recommendation
- 95% + cumulative mathematics grade average in 5th grade advanced
- 95% + cumulative mathematics test average in 5th grade advanced
- 3.75 + cumulative grade point average in core content classes through three quarters 5th grade
- Other appropriate diagnostic assessment (TBA)

Student must meet the following two criteria:

- Level 5 on FSA Mathematics
- Level 5 on FSA ELA

Algebra 1 Honors (1200320) in Seventh Grade – Required eligibility criteria

If student does not meet criteria below, then placement is Grade 8 Pre-Algebra (1205080) or Grade 8 Pre-Algebra

Advanced (1205050)

Student must meet 4 out of 5 of these criteria:

- Teacher, Department Chair, and Administrator recommendation
- 92% + cumulative mathematics grade average in Grade 7 Mathematics Advanced (1205050)
- 90% + cumulative mathematics test average in Grade 7 Mathematics Advanced (1205050)
- 3.5+ cumulative grade point average of core content classes for quarters one through three
- Other appropriate diagnostic assessment (TBA)

Student must meet the following two criteria:

- Level 5 on FSA Mathematics
- Level 4 + on FSA ELA

Geometry Honors (1206320) in Eighth Grade – Required eligibility criteria

If student does not meet all criteria, then placement is Algebra 1 honors (1200320) Student must meet all the following criteria:

- Passing score on the Algebra 1 End-of-Course Assessment
- 80% + cumulative mathematics average grade in Algebra 1 Honors (1200320)
- Teacher, Department Chair, and Administrator recommendation

APPENDIX F: REQUEST FOR MIDDLE GRADES ACCELERATION To be completed by Parent/Guardian

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. Parent permission is necessary for ACCEL options.

Student (Legal Name):	DOB: GRADE:
School:	Teacher:
Parent/Guardian: (Please print first and	last name)
Address:	
Parent/Guardian Email:	Phone:
Select the ACCEL Option you are re	questing:
Mid-year promotion	n to grade
Full-year promotion	n to grade
	eleration for subject(s)
*(request must be submitted prior to the end o	the first nine weeks)
Virtual instruction	in higher grade level subject(s)
*(request must be submitted prior to the end o	the first nine weeks)
	ate ideas at an advanced level
Signature of individual submitting requ	est:Date

 $\label{lem:problem} \textbf{Please submit this form to the School Principal prior to the deadline noted above.}$

APPENDIX G: ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING 9ACCEL0 MIDDLE GRADES PERFORMANCE CONTRACT To be completed by parent/guardian

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full- year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. Parent permission is necessary for ACCEL options.

DOR

GRADE:

Student (Legal Name):	DOB:	GRADE:
School:	_Teacher:	
Parent/Guardian: (Please print first and last	name)	
Address:		
Parent/Guardian Email:	Pho	one:
Select the ACCEL Option you are request	ing:	
Mid-year promotion to §	grade	
Full-year promotion to §	grade	
Subject-matter accelerate *(request must be submitted prior to the end of the fi	3 · · /	
Virtual instruction in high	gher grade level subjec	et(s)
*(request must be submitted prior to the end of the fi	irst nine weeks)	
On a separate piece of paper, give specific exfunctions at a significantly higher level in the response, describe each of the following: 1. Academic performance 2. Ability to apply, analyze, and evaluate idea 3. Ability to work independently 4. Ability to think creatively 5. Motivation to work on advanced material	e subject area requeste	•
Signature of individual submitting request: _		Date

Please submit this form to the School Principal prior to the deadline noted above.

APPENDIX H: MASTERY EXAM REQUEST

Student Name: Counselor:	
School:	Grade Level:
Date of Request:	School Year:
Data in Support of Credit Acceleration F.A.S.T. Assessment in Math:	by Mastery Exam: Date of Assessment:
Most recent math or science course:	Grades Earned:
Other justification:	
Guidance Counselor's Communication wi	th Parent Date:
Parent in agreement that grade will appear	in student records and transcript. □
Requested State EOC in aligns with required dates (CAP section S	administration date,, PP, page 73)
Has the student attempted the EOC in Alg	ebra 1, Geometry or Biology 1 previously?
Yes □ No □ If s	o, which one?
If yes, please provide date, score and evide	ence of additional preapproved preparation.
Date:Score: Additional preapproved preparation:	
Geometry, or Biology 1.	o support the student taking the EOC in Algebra 1, ation to support the student taking the EOC in Algebra 1,
Signature:	
Additional Comments:	

APPENDIX I: GRADUATION REQUIREMENTS FOR FLORIDA'S STATEWIDE ASSESSMENT Overview

According to Florida law, students must meet certain academic requirements to earn a standard high school diploma from a public school. This means that students must pass required courses, earn a minimum number of credits, earn a minimum grade point average and pass the required statewide assessments. Students who meet these requirements but do not pass the required assessments will receive a certificate of completion, which is not equivalent to a standard high school diploma. Passing scores for the statewide assessments are determined by the State Board of Education.

2019-2020 School Year

Pursuant to Florida Department of Education (FDOE) <u>Emergency Order No.2020-EO-1</u>, the spring administration of K-12 statewide assessments for the 2019-20 school year that were scheduled to take place after March 16, 2020, were canceled and any outstanding assessment graduation requirements for seniors scheduled to graduate in spring 2020 were waived. While the requirements themselves (detailed in this document) did not change, this specific group of students are not required to meet them if they had not already done so.

For non-seniors who are enrolled in grade 10 and/or Algebra 1 (or an equivalent course) during spring 2020 and who were scheduled to take the grade 10 English Language Arts (ELA) and/or Algebra 1 end-of-course (EOC) assessments, Emergency Order No. 2020-EO-01 waived the requirement that these students participate in the applicable assessment. However, these students are still required to meet these graduation requirements by passing the applicable assessment during a future administration or by earning the appropriate concordant or comparative score, as detailed in tables 3 and 4. These students may participate in any ELA Retake or applicable EOC administration to meet their graduation requirement, but are not required to do so prior to using a concordant or comparative score.

Finally, participation and 30% final grade calculation requirements for students who were scheduled to take a spring 2020 EOC assessment were waived. However, students who need to pass the Biology 1, Geometry, and/or U.S. History EOC assessment for Scholar diploma designation purposes must still do so to earn the designation. These students may participate in any applicable EOC administration to meet the Scholar diploma designation requirements.

Graduation Requirements

Grade 10 Florida Standards Assessments English Language Arts

The ELA assessment students must pass to graduate with a standard high school diploma is determined by each student's year of enrollment in grade 9. The Florida Standards Assessments (FSA), aligned to the Florida Standards, were introduced in 2014-15, and the Grade 10 FSA ELA Assessment was first administered in spring 2015. Table 1 below lists the required passing score for the Grade 10 FSA ELA (Reading and Writing) based on grade 9 cohort.

Table 1: FSA ELA Assessment Requirement and Passing Score by School Year

School Year When Students Entered Grade 9 Passing Score		
2014-2015 to current	350	
2013-2014	349	
	(alternate passing score	

1 In addition to the 2013-2014 cohort, any student who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board (January 7, 2016) is eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.

For more information on the Grade 10 FSA ELA Assessment, please see the <u>2020-2021 Florida Statewide Grade-</u> Level Assessments Fact Sheet.

FSA Algebra 1 End of Course Assessment

The Algebra 1 EOC assessment students must pass to graduate with a standard high school diploma is determined by when students completed Algebra 1 or an equivalent course. Students who completed an applicable course in the 2014-2015 school year and beyond are required to pass the FSA Algebra 1 EOC Assessment, and the required passing score is determined by when students first participated in an FSA Algebra 1 EOC Assessment administration. The FSA Algebra 1 EOC Assessment was first administered in spring 2015. Table 2 below lists the required passing score for the FSA Algebra 1 EOC Assessment based on when the student first participated.

Table 2: FSA Algebra 1 EOC Assessment Requirement and Passing Score by First Participation

First Participation in FSA Algebra 1 EOC	Passing Score
Spring 2016 and beyond	497
Coming Common Fall on Window 2015	489
Spring, Summer, Fall or Winter 2015	(alternate passing score)

For More information on the FSA Algebra 1 EOC Assessment, please see the <u>2020-2021 Florida Statewide</u> <u>Endof-Course Assessments Fact Sheet.</u>

Graduation Options

- Statewide Assessment Retakes—Students can retake the Grade 10 FSA ELA Assessment or FSA Algebra 1 EOC Assessment each time the test is administered until they achieve a passing score, and students can continue their high school education beyond the twelfth-grade year should they need additional instruction. Students who do not pass the grade 10 ELA assessment in the spring of their tenth-grade year may retest in fall and spring of their eleventh- and twelfth-grade years. The FSA ELA Retake Assessments is administered each fall and spring administration; the FSA Algebra 1 EOC Assessment is administered in each fall, winter, spring, and summer EOC administration.
- Concordant and Comparative Scores—A student can also meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, Florida Administrative Code (F.A.C.). Table 3 and 4 below and on the following page show the concordant and comparative scores students may use to satisfy assessment graduation requirements.

Table 3: Grade 10 ELA Concordant Scores

Grade 10 FSA ELA or Reading		
Available for all students who entered grade 9 in 2010–11 and beyond:		
SAT Evidence-Based Reading and Writing (EBRW)*	480	
ACT English and Reading subtests**	18	
Available only for students who entered grade 9 prior to 2018–19:		
SAT EBRW*	430	
SAT Reading Subtest***	24	
ACT Reading	19	

- *Administered in March 2016 or beyond. The combined score for the EBRW must come from the same administration of the Reading and Writing subtests.
- **The average of the English and Reading subtests. If the average of the two subject test scores results in a decimal (.5), the score shall be rounded up to the next whole number. The scores for the English and Reading subject tests are not required to come from the same test administration.
- ***Administered in March 2016 or beyond. Students who entered grade 9 in 2018–19 may also use a concordant score of 430 on the SAT Critical Reading if administered prior to March 2016.

Table 4: Algebra 1 EOC Comparative Scores

Algebra 1 EOC (FSA or NGSSS)		
Available for all students who entered grade 9 in 2010–11 and beyond:		
PSAT/NMSQT Math *	430	
SAT Math **	420	
ACT Math	16	
FSA Geometry EOC ***	499	
Available only for students who entered grade 9 prior to 2018–19:		
PERT Mathematics	97	

^{*}Administered in 2015 or beyond. Students who entered grade 9 in 2010-11 and beyond may also use a comparative score of 39 on PSAT/NMSQT Math if it was earned prior to 2015.

In accordance with section (s.) 1008.22, Florida Statutes (F.S.), all students enrolled in grade 10 are required to participate in the grade 10 ELA assessment and all students enrolled in Algebra 1 or an equivalent course are required to participate in the Algebra 1 EOC assessment, regardless of whether they have a passing concordant or comparative score on file.

• Scholar Diploma Designation—In accordance with s. 1003.4285(1)(a), to qualify for a Scholar diploma designation on a standard high school diploma, a student must earn a passing score on each of the statewide assessments shown in Table 5.

Table 5: Passing Scores Required for a Scholar Diploma Designation

	EOC Assessment		
Student Entered Ninth Grade	Geometry	Biology 1*	U.S. History*
2010-11 through 2013-14		X	X
2014–15 and beyond	X	X	X

^{*} A student meets this requirement without passing the Biology 1 or U.S. History EOC assessment if the student is enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) Biology 1 or U.S. History course and the student:

- o Takes the respective AP, IB, or AICE assessment, and
- Earns the minimum score to earn college credit.

^{**}Administered in March 2016 or beyond. Student who entered grade 9 in 2010-11 and beyond may also use a comparative score of 380 on SAT Math if it was earned prior to March 2016.

^{***}Students eligible for either the FSA Algebra 1 EOC alternate passing score of 489 or the FSA Geometry EOC passing score of 492, as defined by Rule 6A-1.09422(6)-(7), F.A.C., may use the alternate passing score of 492 on the FSA Geometry EOC as an Algebra 1 EOC comparative score. See the Scholar Diploma Designation section on the next page for eligibility criteria.

The passing score for each EOC assessment is the minimum score in Achievement Level 3 (see the Assessment Results section on the End-of-Course Assessments page on the FDOE website)

The passing score for the FSA Geometry EOC Assessment was adopted in State Board of Education rule in January 2016. For students who took the FSA Geometry EOC Assessment in the 2014-15 school year or in 2016 prior to the adoption of passing scores, the alternate passing score is **492**, which corresponds to the passing score of 396 for the Next Generation Sunshine State Standards (NGSSS) Geometry Assessment, last administered in December 2014. Students who are eligible for this alternate passing score may also use it as a comparative score for the Algebra 1 EOC graduation requirement.

- Waivers of Results for Students with Disabilities—Students with disabilities working toward a standard high school diploma are expected to participate in statewide, standardized assessments. State law, however, provides for a waiver of statewide, standardized assessment results for graduation purposes for students with disabilities whose abilities cannot be accurately measured by the assessments. Pursuant to s. 1008.22(3)(c)2., F.S., "A student with a disability, as defined in s. 1007.02(2), for whom the individual education plan (IEP) team determines that the statewide, standardized assessments under this section cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript." For additional information, visit the Bureau of Exceptional Education and Student Services webpage.
- High School Equivalency Diploma Program (2014 GED® Test)—The high school equivalency diploma program is designed to provide an opportunity for adults who have not graduated from high school to earn a GED®, the only state-approved high school equivalency diploma, by measuring the major academic skills and knowledge associated with a high school program of study, with increased emphasis on workplace and higher education. The state selected the 2014 GED® test as the assessment for the high school equivalency program during a competitive process conducted in 2014. The 2014 GED® test includes four required content area tests: Reasoning through Language Arts, Mathematical Reasoning, Science, and Social Studies. It is a computer-based test. Passing the test may require some preparation. Adult education programs located in school districts, colleges, and community organizations provide instruction and the opportunity to practice the skills necessary to meet the minimum passing score of 145. The FDOE website has additional information and resources regarding the GED® test and the high school equivalency program.

Previous Scores Required for Graduation

Previous assessment requirements beginning with students originally scheduled to graduate in 2004 are as follows:

- Students who entered grade 9 in the 2000–01 school year through the 2008–09 school year and were originally scheduled to graduate between 2004 and 2013 were required to earn passing scores on grade 10 FSA Reading and Mathematics assessments, or their equivalents.
- Students who entered grade 9 in the 2009–10 school year were required to earn an alternate passing score (comparable to the passing score for Grade 10 FSA. Reading) on Grade 10 FSA Reading and a passing score on Grade 10 FSA Mathematics, or their equivalents.

- Students who entered grade 9 in the 2010-11 school year through the 2012-13 school year were required to earn a passing score of **245** on the Grade 10 FSA Reading Assessment.
- Students who completed Algebra 1 or an equivalent course in the 2011-12 school year through the 2013-14 school year were required to earn a passing score of 399 on the NGSSS Algebra 1 EOC Assessment.

Students with these requirements currently have the following opportunities to meet them:

- Students whose graduation requirement is Grade 10 FSA Reading must earn an alternate passing score (see Table 1) on the FSA ELA Retake or a concordant score as described in Table 3.
- Students whose graduation requirement is Grade 10 FSA Mathematics must earn a comparative to the Algebra 1 EOC as described in Table 4. Students may also meet the F.A.S.T. Mathematics requirement by passing the FSA Algebra 1 EOC Assessment.
- Students whose graduation requirement in requirement is Grade FSA Reading may satisfy this requirement by earning the alternate passing score of **349** on the FSA ELA Retake or by earning a concordant score as described in Tale 3.
- Students whose graduation requirement is the NGSSS Algebra 1 EOC Assessment may satisfy this requirement by earning the alternate passing score of 489 on the FSA Algebra 1 EOC Assessment or by earning a comparative score as described in Table 4.
 - Note: Students who entered grade 9 in the 2020-11 school year were required to earn course credit
 in Algebra 1 or an equivalent course and participate in the NGSSS Algebra 1 EOC Assessment.
 The results of the NGSSS Algebra 1 EOC must constitute 30% of these students' final course
 grade, but there is not a passing requirement for this cohort of students.

The required passing and concordant scores for students who entered grade 9 from 2000–01 to 2009–10 are provided in Table 6 on the following page.

Class of 2003—Students who were originally scheduled to graduate in 2003 may satisfy their graduation requirement by earning a score of 339 on the Grade 10 F.A.S.T. ELA Assessment, which is equivalent to a score of 236 on Grade 10 F.A.S.T. 2.0 Reading Assessment. The Mathematics requirement for Class of 2003 students is the same as that described.

High School Competency Test (HSCT) Requirement—The HSCT State Board Rule (<u>6A-1.09421, F.A.C.</u>) was repealed in fall 2015. Students who were scheduled to graduate in 2002 or earlier and have not passed the HSCT as part of their graduation requirements will need to enroll in an adult education program to earn a standard high school diploma. In accordance with <u>Rule 6A-6.020, F.A.C.</u>, those who enter adult high school after their ninth-grade cohort has graduated or who are not part of a ninth-grade cohort must meet the current grade 12 cohort's graduation requirements that are in effect the year they enter adult high school.

Table 6: Passing Scores for Students Entering Grade 9 from 2000–01 to 2009–10

Assessment	Reading	Mathematics
FCAT	1926 (scale score of 300)	1889 (scale score of 300)
FCAT	241*	N/A
SAT Concordant Score	SAT administered prior to March 2016 For students who entered grade 9 in 2006–07 or earlier: 410 – Critical Reading For students who entered grade 9 in 2007–08, 2008–09, or 2009–10: 420 – Critical Reading SAT administered after March 2016 For students who entered grade 9 in 2006–07 or earlier: 410 – Evidence-Based Reading and Writing (EBRW) OR 22 – Reading Subtest For students who entered grade 9 in 2007–08, 2008–09, or 2009–10: 420 – EBRW OR 23 –Reading Subtest	340**
ACT Concordant Score	15 (for students who entered grade 9 in 2006–07 or earlier) 18 (for students who entered grade 9 in 2007–08, 2008–09, or 2009–10)	15

^{*}Students who participated in the spring 2011 Grade 10 FCAT 2.0 Reading Assessment received scores called FCAT Equivalent Scores that were reported on the FCAT score scale, and the passing score was 1926 (scale score of 300). This is comparable to a score of 241 on the FCAT 2.0.

Helpful Resources

- For a full schedule of all statewide assessments, see the 2020-2021 Statewide Assessment Schedule. Flexibility will be offered this year based on district shifts in school year calendars.
- An academic advisement flyer for students related to graduation requirements is available on the <u>Graduation</u> <u>Requirements</u> page.
- The <u>Florida Statewide Assessments Portal</u> provides information about the assessments currently administered and serves as valuable resources to students, parents/guardians, and educators.
- FloridaStudents.org provides student tutorials and resources for the Florida Standards.
- <u>CPALMS.org</u> is Florida's official source for standards information and course descriptions and includes helpful resources for educators and students.
- The <u>Statewide Assessment Program Information Guide</u> describes the processes involved in developing, administering, and scoring the FSA and NGSSS assessments.

^{**}A concordant score of 370 on SAT Mathematics was previously established in 2003 as an alternative for the Grade 10 FCAT Mathematics requirement. This alternative passing score was lowered to a score of 340 after a concordance study was conducted in November 2009 on a revised, more challenging version of the SAT. Students required to pass FCAT Mathematics for graduation may submit a score of 340 or higher regardless of their year of enrollment in grade 9 if the score is dated March 2005 and beyond.

APPENDIX J: COLLEGE READINESS COURSES

The State Board of Education shall adopt rules that require high schools to evaluate before the beginning of grade 12 the college readiness of each student who indicates an interest in postsecondary education and scores at Level 2 or Level 3 on the reading portion of the grade 10 FSA or Level 2, 3, or 4 on the Algebra 1 EOC. High schools shall perform this evaluation using results from the corresponding component of the Postsecondary Education Readiness Test (PERT) or an equivalent test identified by the State Board of Education. The State Board of Education shall establish by rule the minimum test scores a student must achieve to demonstrate readiness.

Students who demonstrate readiness by achieving the minimum test scores established by the state board and enroll in a community college within two years of achieving such scores shall not be required to enroll in remediation course as a condition of acceptance to any community college. The high school shall use the results of the test to advise the students of any identified deficiencies and to the maximum extent practicable provide grade 12 students access to appropriate remedial instruction prior to high school graduation. The college ready instruction provided under this subsection shall be a collaborative effort between secondary and postsecondary education al institutions. To the extent courses are available; the G a d s d e n County Virtual School may be used to provide the college-ready instruction required by the subsection.

College Readiness Course Placement Score Recommendations*

Subject	Course Title	PERT	SAT	ACT
Reading	English 4: FL College Prep	50-105	< 440	< 19
	English 4	30-103	≥ 440	≥ 19
Writing	English 4: FL College Prep	50-102	< 440	< 17
	English 4	30 102	≥ 440	≥ 17
Mathematics	Math for College Readiness	50-113	≥ 440	≥ 19

The College Readiness Course Placement Score Recommendations apply to students who will be seniors in 2014-2015. The PERT is administered to grade 11 students who have not previously met college readiness standards.

Statewide college – ready cut scores for PERT Reading, 106 Writing, 103
Mathematics, 114

College Readiness Courses Offered in Gadsden County English IV:

- Florida College Prep (Course Code: 1001405)
- Mathematics for College Readiness (Course Code: 1200700)

APPENDIX K: FOREIGN EXCHANGE PROGRAM REQUIREMENTS

The school board recognizes the importance of intercultural and international education as part of a school program.

Any student from a foreign country sponsored by a Foreign Exchange Visitor Program who fulfills all eligibility requirements (applicable federal, state, and district regulations), including the approval of the principal, may attend a Gadsden County High School at the discretion of the District School Board of Gadsden County. All students must be approved by the district, through Academic Services, before enrolling in a district school. In no case can the number of foreign exchange students exceed 1 % of the school's enrollment. The district reserves the right to limit the number of students placed by any sponsor or from any country.

Organizations and institutions sponsoring students must be approved by the Council on Standards for International Educational Travel (CSIET) and have J visa status to be eligible to participate in the Foreign Exchange Visitor Program.

1. ELIGIBILITY REQUIREMENTS

- A. Sponsors: Applications may be made by CSIET approved organizations desiring to sponsor foreign students in Gadsden County School District. Any organizations sponsoring a student must supply the name, address, and telephone number of the local representative who is a resident of Gadsden County and can be contacted at any time in case of emergency or other problem.
- B. Students: Students must meet the following eligibility requirements prior to acceptance:
 - agree to be in attendance for one academic school year
 - be at least 15 but not more than 18 ½ years of age on the date of enrollment in the program and have not completed more than 11 years of primary and secondary education (exclusive of kindergarten) [NOTE: students who have already graduated will not be allowed to enroll in a Gadsden County high school]
 - have sufficient knowledge of the English language to participate in high school classes
 - be accepted by a suitable host family, not to be hosted by the area representative of the sponsoring organization
 - provide an English translation of the student's official academic transcript for at least 2
 - years prior to entry into the program, including a description of each course

2. PROCEDURES FOR ADMISSION OF ELIGIBLE STUDENTS

The sponsoring organization must apply for and obtain the approval for admission of the student through the local representative by Academic Services at least fifteen (15) working days prior to enrollment in school.

A. Notification: A copy of the District School Board of Gadsden County Foreign Exchange Program procedures shall be sent to local coordinators when requesting placement.

Written approval or denial for admission shall be given to the local coordinator of the sponsoring organization by the Academic Services. The exchange student must be accompanied by the sponsoring organization coordinator and a member of the host family when enrolling at the approved school. Formal entrance to school shall be at the beginning of the school year. An orientation designed to acquaint the student with the American school and with the rules governing the behavior of all students shall be provided by the school staff. The student shall follow school rules and shall participate fully in the educational program provided.

- B. Supervision: It is the sponsor's responsibility to make all travel and accommodation arrangements, including securing the host family. It is the sponsor's responsibility to resolve problems that arise between the student, the host family, and /or the school including, if necessary, the changing of host families or the early return home of the exchange student due to unresolved or personal difficulties. It is the responsibility of the sponsor to notify Academic Services of all changes of host family or address.
- C. Financial Support: All expenses, including school and school-related expenses are the responsibility of the student, the sponsoring organization, and the host family. Foreign Exchange students are not eligible for lunch subsidy.
- D. Employment: Exchange students are not permitted to take regular or part-time jobs during their stay in the United States.
- E. Athletic Eligibility: Students shall be governed by the Florida High School Athletics Association rules and regulations regarding participation in inter- scholastic athletic competition.
- F. Completion: Upon completion of the stay in Gadsden County, the student shall be issued an official transcript of all work completed. A certificate of participation shall also be awarded. Schools are encouraged to honor the foreign exchange student's program completion and award the certificate at an award ceremony.
- G. Monitoring: CSIET approved programs are monitored by Academic Services for
 - quality of foreign exchange student recruited (e.g., English proficiency, attitude, behavior) and
 - appropriateness of host family placement (e.g., high school age student in host family home, family stability)

Sponsoring organizations that have violated requirements of student eligibility shall not be eligible to submit applications for students to attend Gadsden County High School for a period of two years. Programs with a second violation shall be permanently removed as approved programs for placement in Gadsden County.

APPENDIX L THIRD GRADE STUDENT PROGRESSION – TECHNICAL ASSISTANCE

A. REQUIREMENTS FOR PROMOTION TO GRADE 4

To be promoted to grade 4, a student must score a Level 2 or higher on the statewide, standardized English Language Arts assessment required under section 1008.22, Florida Statutes (F.S.), for grade 3. (Section 1008.25(5)(b), F.S.)

The district school board may only exempt students from mandatory retention for good cause. Good cause exemptions are limited to the following:

- 1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of Other Languages program based on the initial date of entry into a school in the United States.
- 2. Students with disabilities whose individual education plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of section 1008.212, F.S.
- 3. Students who demonstrate an acceptable level of performance on an alternative standardized reading or English Language Arts assessment approved by the State Board of Education.
- 4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment.
- 5. Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for more than 2 years but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.
- 6. Students who have received intensive reading intervention for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. A student may not be retained more than once in grade 3. (Section 1008.25(6)(b), F.S.)

B. ALTERNATIVE ASSESSMENTS FOR PROMOTION TO GRADE 4

Students who score at Level 1 on the grade 3 statewide English Language Arts Florida Standards Assessment may be promoted to grade 4 if the student demonstrates an acceptable level of performance on an approved alternative standardized reading assessment. The Department of Education shall review and approve the use of alternative standardized reading assessments to be used as a good cause exemption for promotion to grade 4 and will provide a list of approved alternative assessments to districts. The approval of an alternative standardized reading assessment must be based on whether the assessment meets the following criteria:

- 1. Internal consistency reliability coefficients of at least 0.80;
- 2. High validity evidenced by the alignment of the test with nationally recognized content standards, as well as specific evidence of content, concurrent, or criterion validity;
- 3. Norming studies within the last five (5) to ten (10) years, with norming within five (5) years being preferable; and,

4. Serves as a measure of grade three achievement in reading comprehension.

Districts may submit requests for the approval of alternative standardized reading assessments to be used as a good cause exemption for promotion to grade 4. Once an assessment has been 2 approved by the Department of Education, the assessment is approved for statewide use. The Department of Education shall approve the required percentile passing score for each approved alternative standardized reading assessment based on an analysis of Florida student achievement results. If an analysis is not feasible, students must score at or above the 50th percentile on the approved alternative standardized reading assessment. The earliest the alternative assessment may be administered for student promotion purposes is following administration of the grade 3 statewide English Language Arts Florida Standards Assessment. An approved standardized reading assessment may be administered two (2) times if there are at least thirty (30) days between administrations and different test forms are administered.

The table below lists approved alternate assessments and required percentiles at the publishing date of this TAP. For the current list of approved assessments, please refer to the Just Read, Florida! website, www.fldoe.org/academics/standards/just-read-fl.

SAT-10	45 th percentile
Terranova	50 th Percentile
ITBS	50 th Percentile
NWEA MAP	50 th Percentile
STAR Enterprise	50 th Percentile (must use Enterprise version)
I-Ready	50 th Percentile (must use Table 6 from 2016-2017 Norms to determine percentile
I-Station	50 th Percentile

(Rule 6A-1.094221, Florida Administrative Code (F.A.C.))

C. STUDENT PORTFOLIOS FOR PROMOTION TO GRADE 4

To promote a student using a student portfolio as a good cause exemption, there must be evidence that demonstrates the student's mastery of the Language Arts Florida Standards in reading is equal to at least a Level 2 performance on the grade 3 statewide English Language Arts Florida Standards Assessment. Such evidence shall be an organized collection of the student's mastery of the Language Arts Florida Standards that are assessed by the grade 3 statewide English Language Arts Florida Standards Assessment. The student portfolio must meet the following criteria:

1. Be selected by the student's teacher,

- 2. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom,
- 3. Include evidence that the standards assessed by the grade 3 statewide English Language Arts Florida Standards Assessment have been met. Evidence is to include multiple choice items and passages that are approximately sixty (60) percent literary text and forty (40) percent information text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's 3 adopted core reading curriculum that are aligned with the Language Arts Florida Standards or teacher-prepared assessments.
- 4. Be an organized collection of evidence of the student's mastery of the Language Arts Florida Standards that are assessed by the grade 3 statewide English Language Arts Florida Standards Assessment. For each standard, there must be at least three (3) examples of mastery as demonstrated by a grade of seventy (70) percent or above on each example, and,
- 5. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The school principal shall review and discuss such recommendation with the teacher and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted, the school principal shall make such recommendation in writing to the district school superintendent. The district school superintendent shall accept or reject the school principal's recommendation in writing. (Rule 6A-1.094221, F.A.C., and Section 1008.25(6)(c)2, F.S.)

D. SUMMER READING CAMPS

Retained students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion to the next grade. These interventions must include participation in the school district's summer reading camp, which must incorporate evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district. Students participating in the school district's summer reading camp must be provided with a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S., and, beginning July 1, 2020, the teacher must also be certified or endorsed in reading. (Section 1008.25(7), F.S.)

E. SERVICES FOR STUDENTS PROMOTED TO GRADE 4 WITH A GOOD CAUSE EXEMPTION

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

- 1. A federally required student plan such as an individual education plan;
- 2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
- 3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which 4 research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

F. SERVICES FOR STUDENTS RETAINED IN GRADE 3

Students retained in grade 3 must be provided with a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S., and, beginning July 1, 2020, the teacher must also be certified or endorsed in reading. These students must also be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion to the next grade. These interventions must include:

- 1. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.
- 2. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above.
- 3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies. This instruction may include:
 - a. Integration of content-rich texts in science and social studies within the 90-minute block.
 - b. Small group instruction.
 - c. Reduced teacher-student ratios.
 - d. More frequent progress monitoring.
 - e. Tutoring or mentoring.
 - f. Transition classes containing 3rd and 4th grade students.
 - g. Extended school day, week, or year.

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan such as an individual education plan;

- 2. A school-wide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
- 3. An individualized progress monitoring plan.

Each school district shall establish at each school, when applicable, an intensive reading acceleration course for any student retained in grade 3 who was previously retained in kindergarten, grade 1, or grade 2. The intensive reading acceleration course must provide the following:

- 1. Uninterrupted reading instruction for the majority of student contact time each day and opportunities to master the grade 4 State Standards in other core subject areas through content-rich texts.
- 2. Small group instruction.
- 3. Reduced teacher-student ratios. 5
- 4. The use of explicit, systematic, and multisensory reading interventions, including intensive language, phonics, and vocabulary instruction, and use of a speech-language therapist if necessary, that have proven results in accelerating student reading achievement within the same school year.
- 5. A read-at-home plan. (Section 1008.25(7), F.S.)

G. MID-YEAR PROMOTION OF RETAINED GRADE 3 STUDENTS

Each school district shall implement a policy for the mid-year promotion of a student retained in grade 3 who can demonstrate that he or she is a successful and independent reader. Such mid-year promotions of retained grade 3 students should occur during the first semester of the academic year. To be eligible for mid-year promotion, a student must demonstrate that he or she:

- 1. Is a successful and independent reader as demonstrated by reading at or above grade level;
- 2. Has progressed sufficiently to master appropriate fourth grade reading skills; and,
- 3. Has met any additional requirements, such as satisfactory achievement in other curriculum areas, as determined by the policies of the district school board.

The criteria for students promoted on or before November 1 must provide a reasonable expectation that the student has mastery of grade 3 reading skills as presented in the English Language Arts Florida Standards. Evidence is as follows:

- 1. Satisfactory performance on locally selected standardized assessment(s) measuring English Language Arts Florida Standards;
- 2. Satisfactory performance on a state approved alternative assessment as delineated in State Board Rule 6A-1.094221, F.A.C., and described in Section B of this TAP; or
- 3. Successful completion of portfolio elements that meet the following requirements:
 - a. Be selected by the school district;
 - b. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;
 - c. Include evidence of mastery of the standards assessed by the grade 3 English Language Arts Florida Standards assessment. Evidence can include successful completion of multiple choice items and text-based responses, chapter or unit tests

from the district or school adopted core reading curriculum, or the state-provided third grade student portfolio. Portfolios should contain 50 percent literary and 50 percent informational texts.

d. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The criteria for students promoted after November 1 must provide a reasonable expectation that the student's progress is sufficient to master appropriate grade 4 level reading skills. These students must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of grade 4.

The Progress Monitoring Plan for any retained third grade student who has been promoted midyear to fourth grade must continue to be implemented for the entire academic year and if necessary for additional school years. (Section 1008.25(7), F.S., and Rule 6A-1.094222, F.A.C.)

H. REQUIRED PARENTAL NOTIFICATIONS

For all students in kindergarten through grade 3, schools may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. A student who has a substantial reading deficiency must be covered by a federally required student plan, such as an individual education plan or an individualized progress monitoring plan, or both, as necessary. The parent of any student who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must be notified in writing of the following:

- 1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading.
- 2. A description of the current services that are provided to the child.
- 3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
- 4. That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause.
- 5. Strategies, including multisensory strategies, through a read-at-home plan the parent can use in helping his or her child succeed in reading.
- 6. That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion.
- 7. The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a student in grade 3 who is identified anytime

- during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.
- 8. The district's specific criteria and policies for midyear promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level. Additionally, each school district shall provide written notification to the parent of a student who is retained in grade 3 that his or her child has not met the proficiency level required for promotion and the reasons the child is not eligible for a good cause exemption. This notification must comply with the aforementioned notification for parents of a student with a substantial deficiency in reading and must include a description of proposed interventions and supports that will be provided to the child to remediate the identified areas of reading deficiency.

Section 1008.25(5)(a) F.S.

Section 1008.25(5)(c),F.S.

Section 1008.25(7)(b)(1), F.S.

APPENDIX M: HOUSE BILL 7069 CHANGES TO ASSESSMENT, ACCOUNTABILITY AND STUDENT PROGRESSION

https://info.fldoe.org/docushare/dsweb/Get/Document-8139/DPS-2017-118.pdf

House Bill 7069 was passed during the 2017 legislative session, signed into law by Governor Rick Scott and took effect on July 1, 2017. It enacts changes that impact assessment, accountability and student progression for schools and districts. Below is information regarding these changes listed by the section of the bill in which they are found. If there are questions about this information, please contact the appropriate staff member at the department, as indicated for each section.

Section 27. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org) Amends section (s.) 1008.34, Florida Statutes (F.S.), School grading system; school report cards; district grade, to:

Require that students who transfer to a private school with which the district has a
contractual relationship be included in the students' home school's graduation rate. District
MIS Directors and Accountability Coordinators received information in a memo about the
graduation rate corrections process about a new withdrawal code established to collect data
so that this requirement can be implemented. This began with the 2016-17 graduation rate
calculations.

Section 28. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org) Amends s. 1008.341, F.S., School improvement rating for alternative schools, to:

Require that concordant scores be used in determining an alternative school's school
improvement rating. The 2016-17 School Improvement Ratings were calculated with this
change.

Section 33. (Contact: Monica Verra-Tirado; 850-245-0941; Monica.Verra-Tirado@fldoe.org) Amends s. 1003.4282, F.S., Requirements for a standard high school diploma, to make the following changes:

Additions

- A district school board or charter school governing board may allow a student to satisfy the online course requirement by completing a blended learning course.
- A school district may not require a student to take a blended learning course outside of the school day or in addition to a student's courses for a given semester.
- The online course graduation requirement does not apply to a student who has an individual educational plan (IEP) under s. 1003.57, F.S., which indicates a blended learning course would be inappropriate.

Deletions

• The requirement that a student selecting Algebra 2 must take the Algebra 2 End-of-Course (EOC) assessment and must have the results constitute 30 percent of the student's final course grade.

- The provision for the requirement for a student to pass a personal fitness competency test with a score of "C" or better if they satisfy the one-credit physical education requirement through participation in two full seasons of an interscholastic sport (junior varsity or varsity level).
- The provision that a student may satisfy the online course requirement by passage of an online content assessment without enrollment in or completion of the corresponding course or courses.

Districts will need to review and revise their pupil progression plans to incorporate the additions and deletions noted above, and to provide this information to students, parents and other interested stakeholders.

The 2017-2018 Secondary Student Progression Frequently Asked Questions resource is available on the Graduation Requirements webpage.

Section 34. (Contact: Monica Verra-Tirado; 850-245-0941; Monica.Verra-Tirado@fldoe.org) Amends s. 1003.4285, F.S., Standard high school diploma designations, to:

• Delete the requirement that a student must pass the Algebra 2 EOC statewide standardized assessment to earn a scholar diploma designation

Section 35. (Contact: Vince Verges; 850-245-0513; Vince.Verges@fldoe.org) Amends s. 1008.22, F.S., Student assessment program for public schools, to:

- Make the following changes that impact statewide assessment schedules and test
 administration. The updated 2017-18 statewide assessment schedule is posted on the
 department's website at http://fldoe.org/accountability/assessments/k-12-student-assessment-schedules.stml.
 - o Removes the provision for an Algebra 2 EOC assessment. The last test administration of the Algebra 2 EOC assessment was the spring 2017 test administration.
 - O Requires that the statewide, standardized English Language Arts (ELA) and Mathematics assessments in grades 3 to 6 be delivered only in a paper-based format with a process that begins with the 2017-18 school year so that all such assessments are paper- based no later than the 2018-19 school year. There is no longer a requirement that the grade 3 ELA assessment be computer-based in 2017-18.
 - o The testing windows and administration timeframes for the statewide assessments (excluding retake assessments) are now specified in s. 1008.22, F.S., and will be effective beginning in the 2018-19 school year, as follows:
 - The grade 3 ELA assessment and the Writing component of the ELA assessment for grades 4 through 10 cannot start earlier than April 1, and its window can be no more than two weeks.
 - All other paper-based assessments cannot start earlier than May 1, and their window cannot exceed two weeks.
 - All assessments not specified in the above bullets (i.e., any computer-based

- assessments other than ELA Writing) must be administered within a four-week assessment window that opens no earlier than May 1.
- Assessments other than the grade 3 ELA assessment and the Writing component of the ELA assessment can only be administered no earlier than four weeks before the last day of school for the district. The bill analysis provided by legislative staff offers the following guidance: "[HB 7069] requires school districts to administer the assessments associated with a May 1 assessment window no earlier than four weeks before the last day of school for the district. In effect, this will require the last four weeks of a school district's school year to overlap with the May 1 assessment windows to the extent necessary for all assessments in the district to be administered. This does not require the last four weeks of the school year to start with the May 1 assessment window; rather, school districts will have the flexibility to adjust their last day of school to provide sufficient time, based upon the district's capacity and needs, to administer these assessments within their respective assessment windows."
- O The department's publication requirement for the uniform assessment calendar is moved from August to January each year, beginning in 2018. By January 1, 2018, the department will publish the statewide assessment schedule in the uniform assessment calendar format for the 2018-19 and 2019-20 school years. The uniform assessment calendars will be sent to school district superintendents and district assessment coordinators and posted at http://fldoe.org/accountability/assessments/k-12-studentassessment/assessment-schedules.stml on the department's website. District requirements for publishing the uniform assessment calendar did not change.
- Make the following changes that impact the reporting of students' assessment scores.
 - Statewide assessment results must be made available no later than June 30, except for the results for the grade 3 ELA assessment which must be available by May 31.
 - O Districts must report district-required assessment results to teachers within 1 week of their test administration and to the student's parents within 30 days after administering the assessments.
 - A new, more comprehensive student score report for the statewide assessments will be implemented. The new report format must contain an explanation of the student's results; information identifying the student's strengths and weaknesses; specific actions that can be taken and resources that can be utilized for improving areas of weaknesses; and longitudinal, comparative and predictive data for the student.
- Require the department to solicit cost proposals for releasing the grades 3-10 ELA and grades 3-8 Mathematics assessments in any procurement for such assessments, beginning with the next scheduled procurement. Assessments must be published on a triennial basis, based on a schedule determined by the commissioner. Each published assessment must have been administered during the most recent school year. The deadline for the initial publication of released statewide assessments is June 30, 2021, subject to legislative appropriation, and must at a minimum include grade 3 ELA and Mathematics, grade 10 ELA and the Algebra 1 EOC assessment. The department must publish materials on its website for understanding released statewide assessments.
- Clarify in adult education reporting requirements that secondary education subsequent to grade 8 refers to grades 9-12, not adult education.

Section 36. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org) Amends s. 1012.34, F.S., Personnel evaluation procedures and criteria, to make the following changes to the teacher evaluation system in Florida:

- Districts may choose, but are no longer required, to use the student growth measure adopted by the Commissioner in teacher evaluation systems. The law does still require that at least 1/3 of each teacher's evaluation is based upon three years (if available) of student performance data (either growth or achievement) for students taught by the teacher.
- The bill removes rulemaking requirements to establish performance-level standards based on the Commissioner's approved student learning growth model.

In addition to the above changes, the department is required to contract with a third party to develop a data visualization tool using the data form the Commissioner's approved student learning growth model (Florida's value-added model), to enable teachers to understand and evaluate data and to enable school administrators to improve instruction, evaluate programs, allocate resources, plan professional development and communicate with stakeholders.

Section 37. (Contact: Vince Verges; 850-245-0513; Vince.Verges@fldoe.org) Creates a new section of law to:

 Require the Commissioner to contract for an independent study to determine whether the SAT and ACT may be administered in lieu of the grade 10 ELA and Algebra 1 EOC assessments while continuing to meet federal requirements. The findings of the study are due to the Governor, President of the Senate, Speaker of the House and the State Board by January 1, 2018.

Section 42. (Contact: Tammy Duncan; 850-850-245-0022; Tammy.Duncan@fldoe.org) Amends s. 1008.345, F.S., Implementation of state system of school improvement and education accountability, to include the following reporting requirements:

- The commissioner must annually report to both the State Board of Education and Legislature recommended changes to state policy for fostering school improvement and education accountability. Additions to this report include:
 - o Information contained in the district's annual report required under s. 1008.25(8), F.S. Components of the district's annual report are published in the PK-12 portal of the EDStats tool, which may be accessed at https://edstats.fldoe.org.
 - o Intervention and support strategies effective in improving reading performance of students who are identified as having a substantial reading deficiency.

Changes listed here for this section of the bill are specific to reporting requirements for the annual report. For information about school improvement policies, please contact Melissa Ramsey at 850-245-0841 or Melissa.Ramsey@fldoe.org.

APPENDIX N: GRADUATION REQUIREMENTS FOR DISPLACED PUERTO RICO HIGH SCHOOL STUDENTS

https://info.fldoe.org/docushare/dsweb/Get/Document-8138/DPS-2017-172.pdf

We are excited and pleased to announce that we have confirmation for graduation requirements for displaced Puerto Rican high school juniors and seniors to substantially complete the Puerto Rico high school curriculum and earn a Puerto Rico high school diploma if they choose this option.

Eligible Students

The Florida Department of Education (FDOE) will request that Florida public school districts provide students with an option to earn a Puerto Rico high school diploma if the student

- 1) is enrolled in a public school in Florida;
- 2) was enrolled in a public school in Puerto Rico;
- 3) has been displaced by Hurricane Maria; and
- 4) had attained the 11th or 12th grade in Puerto Rico by the time Hurricane Maria made landfall in October 2017.

Requirements for Earning a Puerto Rico High School Diploma for a Student Who is currently a junior or a senior in High School

- In order for a student to earn a high school diploma from Puerto Rico, the student must complete a minimum of 18 credits, 20 hours of occupational experiences (which may include mentoring, internship or work experience, or a combination thereof) and 40 hours of community service.
- The 18 credits required for a student to earn a Puerto Rico high school diploma must include the following:
 - \circ Spanish 3.0 credits
 - \circ English 3.0 credits
 - Mathematics 3.0 credits
 - Social Studies 3.0 credits
 - Science 3.0 credits
 - Physical Education 1.0 credit
 - \circ Art 0.5 credit
 - Health 0.5 credit
 - Responsible Parenting 0.5 credit (may also be satisfied with a Health Education or elective course)
 - \circ Technology, Family Science, Agriculture or other elective -0.5 credit.
- There are no specific courses required for the credits in mathematics, English, Science or Social Studies.
- There are no requirements for a student to earn a minimum grade point average or satisfy standardized assessment requirements.

Student Transcripts

We will need to identify the process by which students may request official transcripts and a diploma from the Puerto Rico Department of Education. Until that process has been established, there is a process in place for establishing a student's progression plan that is outlined in State Board of Education Rule 6A1.09941, Florida Administrative Code. When a high school student transfers into a Florida public school, the credits and grades earned and offered for acceptance are based on official educational records. If a high school student from Puerto Rico transfers into a Florida public school without official educational records, then the receiving school determines grade-level placement based on the district student progression plan. Principals, in cooperation with faculty, take steps to assess the student's level of learning in the core content areas. An academic history is created based on student and parent interviews, assessments, teachers' consultation and other factors. The student is then placed in the most appropriate sequential course. Validation of credits established in the academic history is based, in part, upon performance during the first grading period. Please refer to questions and answers in the Guidance to School Districts of Enrolling Students Displaced by Hurricane Maria (pdf).

The Florida Department of Education is working collaboratively with the Puerto Rico Department of Education to ensure that student credit hours are accurately transferred. Further information will be forthcoming. In the meantime, any student choosing this option and transferring back to their school in Puerto Rico will not count in the denominator and/or adversely affect graduation rates. These students will be coded as "W3B – Any PK12 student who withdraws to attend a public school in another public school out-of-state or out-of-country." This code should be used for all students returning to Puerto Rico including seniors who are returning to receive their high school diploma.

APPENDIX O: MULTI-TIERED SYSTEM OF SUPPORTS

Schools are required to utilize the district Multi-Tiered System of Support Plan for all students, including those students who fail to meet performance standards. The *Multi-Tiered System of Support Handbook* (located on our District Website) is designed to guide schools and teachers as they implement a Multi-Tiered System of Support for all students. The Multi-Tiered System of Support model requires that teachers monitor student data obtained through universal screening, formative progress monitoring and classroom assessment/observation throughout the year and implement interventions to meet student needs as identified by this data. According to House Bill 7069 "...students must be provided intensive explicit, systematic, and multisensory reading interventions" (F.S. 1001.215).

Students who need instructional intervention beyond what is provided universally for positive behavior or academic content areas are provided with targeted, supplemental interventions delivered individually or in small groups at increasing levels of intensity (tiers). Three Tiers describe the level and intensity of the instruction/interventions provided across the continuum:

Tier 1 - Core Universal Instruction and Supports

General academic and behavior instruction and support designed and differentiated for all students in all settings

<u>Tier 2</u> - Targeted Supplemental Interventions and Supports

More focused, targeted instruction/intervention and supplemental support, in addition to and aligned with the core academic and behavior curriculum/instruction

Tier 3 - Intensive Individualized Interventions and Supports

More focused, targeted *individualized* instruction/intervention and supplemental support, in addition to and aligned with the core academic and behavior curriculum/instruction

The three Tiers are not used to describe categories of students, timelines, procedures, or specific programs.

APPENDIX P: REQUEST FOR ASSIGNMENT TO NEXT GRADE FOR GOOD CAUSE

School Name:			
Student Name	t Name: Student Number:		
Current Grad	e:		
Record of Prio Special Classe	or Retentions: s (i.e. ESOL, ESE):		
FSA RESULT Reading:	<u>s</u>	Mathematics	
GRADES IN A	ACADEMIC SUBJECTS		
Lang. Arts	Reading	Mathematics	
Social Studies	Science	Writing	
1 2 3 4.	instruction in an English for Sinitial date of entry into a schorequirements; A student with a disability participation in the statewide requirements of State Board of A student who demonstrates approved alternative standardid A student who demonstrates, level as evidenced by demonstrates applicable subject areas;	ish proficiency who has had less than two (2) years of Speakers of Other Languages (ESOL) program based on the col in the United States and meets all other district promotion whose Individual Education Plan (IEP) indicates that assessment program is not appropriate, consistent with the f Education rule (Section 1008.212, F.S.); an acceptable level of performance on a district and State ized reading or English Language Arts assessment; through a student portfolio, that he/she is reading on grade astration of mastery of the English Language Arts Florida ual to at least a Level 2 performance. A student in grades 4-portfolio that promotion requirements have been met in other to has been previously retained in the K-3 grade group, who	
6. 7.	Arts for more than 2 years but A K-3 student who has receive still demonstrates a deficience retained in the K-3 grade group A 4-8 student who has receive or more years in the 4-8 grade	d intensive remediation in reading and/or mathematics for 2 group but still demonstrates a deficiency in reading and/or viously retained for 2 or more years in the 4-8 grade group or	
Superintender	nt's Signature	Principal's Signature	

Appendix Q: Standard Diploma Requirements Academic Advisement – What Students and Parents Need to Know

What are the diploma options?

Students must successful complete on of the following diploma options:

- 24-credit standard diploma
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) Diploma curriculum

What are the state assessment requirements?

Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score

Refer to <u>Graduation Requirements for Florida's Statewide Assessments</u> for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade*:

- Algebra
- Geometry
- Biology 1
- U.S. History
- * Special Note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP])

What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

What is the difference between the CTE Pathway option and the 24 credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
 - o 2 credits in CTE courses, must result in completion and industry certification
 - 2 credits in work-based learning programs or up to 2 elective credits including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate, or Practical Arts is not required
- Online course is not required

24 Credit Standard Diploma

4 Credits ELA

- ELA 1, 2, 3,4
- ELA honors, Advanced Placement (AP), AICE, IB and dual enrollment courses may satisfy this requirement

4 Credits Mathematics*

- One of which must be Algebra 1 and one of which must be Geometry
- Industry Certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra 1 and Geometry)
- An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)

3 Credits Science

- One of which must be Biology 1, two of which must be equally rigorous science courses
- Two of the three required course credits must have a laboratory component
- Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)
- An identified computer science** credit may substitute for up to one science credit (except for Biology 1)

3 Credits Social Studies

- 1 credit in World History
- 1 credit in U.S. History
- 0.5 credit in U.S. Government
- 0.5 credit in Economics

1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*

1 Credit Physical Education*

• To include the integration of health

8 Elective Credits

1 Online Course

Students must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.

- * Eligible courses are specified in the Florida Course Code Directory.
- **A computer science credit may not be used to substitute for both a mathematics and science credit.

Scholar Diploma Designation

In addition to meeting the 24-credit standard high school diploma requirements, a student must meet all of the following requirements:

- Earn 1 credit in Algebra 2 or an equally rigorous course
- Pass the Geometry EOC
- Earn 1 credit in Statistics or an equally rigorous mathematics course
- Pass the Biolov 1 EOC*
- Earn 1 credit in Chemistry or Physics
- Pass the U.S. History EOC*
- Earn 2 credits in the same World Language
- Earn at least 1 credit in an AP, IB, AICE or a dual enrollment course
- * A student is exempt from the Biology 1 or U.S. History EOC assessment if the student is enrolled in an AP, IB, or AICE Biology 1 or U.S. History course; takes the respective AP, IB, or AICE assessment; and earns the minimum score to earn college credit.

Merit Diploma Designation

- Meet the standard high school diploma requirements
- Attain one or more <u>industry certifications</u> from the list established (per s.1003.492,F.S.)

What are the additional graduation options for students with disabilities?

Two additional options are available only to students with disabilities. Both allow students to substitute a CTE course with related content for one credit in ELA 4, mathematics, science and social studies (excluding Algebra 1, Geometry, Biology 1 and U.S. History). The two options are as follows:

- Students with significant cognitive disabilities may earn credits via access courses and be assessed via an alternate assessment
- Students who choose the academic and employment option must earn at least 0.5 credit via paid employment

What is the CAP?

The CAP allows a student to earn high school credit if the student passes an AP examination, a College Level Examination Program (CLEP) or a statewide course assessment without enrollment in the course.

- Algebra 1
- Biology 1
- Geometry
- U.S. History

State University System (SUS)

Admission into Florida's public universities is competitive. Prospective students should complete a rigorous course of study in high school and apply to more than one university to increase their chance for acceptance. To qualify to enter one of Florida's public universities, a first-time-in-college student must meet the following minimum requirements (credit earned by industry certification does not count for SUS admission):

- High school graduation with standard diploma, a minimum of a 2.5 GPA, and admission test scores meeting minimum college-ready test scores per Board of Governors (BOG) Regulation 6.008
- 16 credits of approved college preparatory academic courses per BOG Regulation 6.002
- 4 English (3 with substantial writing)
- 4 Mathematics (Algebra 1 level and above)
- 3 Natural Science (2 with substantial lab)
- 3 Social Science
- 2 World Language (sequential, in the same language or other equivalents)
- 2 approved electives

State University System of Florida

The Florida College System

The 28 colleges of the Florida College System serve nearly 800,000 students. Colleges offer affordable and stackable workforce credentials including certificate programs, associate in science degrees and associate in art degrees, which transfer to a bachelor's degree program. Many colleges also offer workforce bachelor's degree programs in areas of high demand. All Florida College System institutions have open-door admissions for students who earned a standard high school diploma or an equivalent diploma or successfully earned college credit.

Florida College System

Career and Technical Colleges and Center

Florida also offers students 49 accredited career and technical colleges or centers throughout the state, which provide the education and certification necessary to work in a particular career or technical field. Programs are flexible for students and provide industry-specific education and training for a wide variety of occupations.

Career and Technical Education Directors

Where is information on financial aid located? The Florida Department of Education's Office of Student Financial Assistance administers a variety of postsecondary educational state-funded grants and scholarships.

Office of Student Financial Assistance

Appendix R



Gadsden County Public Schools, Florida

CURRICULUM & INSTRUCTION DEPARTMENT TRANSFER RECORD FROM NON-PUBLIC TO PUBLIC SCHOOL KINDERGARTEN AND GRADE 1 (2020-2021)

KINDERGARTEN REQUIREMENT:

Age 5 on or before September 1, admitted any time during the school year

FIRST GRADE ENTRANCE REQUIREMENTS:

Age 6 on or before September 1, admitted any time during the school year, if Kindergarten has been <u>successfully</u> <u>completed</u>.

Successful completion will be defined as follows:

- 1 The student was in regular attendance in an 180 day instructional program.
- 2 The student was in attendance in a 3 hour net instructional program.
- The student met the Kindergarten legal age requirement of 5 on or before September 1.

CHILD'S RECORDS:

	First	Initial	Birthday (Mo/Day/Yr)
House Number/Street Name/Apt#	City	State	Zip Code
Immunization Records Attached?	Yes	No [
Number of Days Present:	Number	of Days School	in Session:
Number of Days Absent:	Length	of Child's Instruc	ctional Day:
SCHOOL RECORDS:			
Name of School:			
Address of School:			
Signature of Teacher:			
Florida Statutes Records Requirements M	let by School:	Yes	No
AREA DIRECTOR CERTIFICATION	N STATEMENT		
It is our professional option that			
	`	of Student)	
has / has not successfully completed the le			regular attendance during the
20 - 20 school year and is / is no	ot ready to begin a first grade	e program.	

Appendix S: Gadsden County Public Schools

VERIFICATION OF RESIDENCE

(Families Residing With Other Families)

OFFICE USE ONLY (check one)	
Initial Application	
Re-Application _	

FLORIDA STATUTES 837.06 PROVIDES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE.

TO BE COMPLETED BY PARENT/LEGAL GUARDIAN

PART A: I	, hereby swear/attest that my child,
(Parent/Le	egal Guardian)
, and	d I are currently residing with,
(Child's Name)	(Homeowner/Lessee Name)
whose legal Gadsden County residence is	
	(Street Address)
(City)	(Zip Code)
This verification of residency is necessary to atten	(School Name)
	(School Name) may lead to the immediate withdrawal of my child from this school. <u>I</u> al
Note: A copy of two of the following items must be registration, or auto registration with the Gadsden	be attached: A valid Florida Driver's License (or DMV picture ID), vot County street address shown above.
(Parent/Legal Guardian Signature)	(Date)
TO BE COM	IPLETED BY HOME OWNER/LESSEE
PART B: I	, hereby swear/attest that the above
(Legal Gadsden C	county Resident)
statement is true and accurate and the above n	named individuals are indeed residing at my permanent residence.
	emption or lease, a copy of a current electric bills, plus one of the following stration, auto registration, valid Florida Driver's License (or DMV picturess as evidence of residence.
(Print Name)	(Signature)
(Street Address)	(City, State, Zip Code)
(Home	e Telephone Number)
PART C: NOTARY	
State ofCounty of	
Sworn to and subscribed before me thisday of _	, 20,
respectfully, who are personally known by me or produ	
Notary Signatureand	
	et appear before you jointly with the proper identification